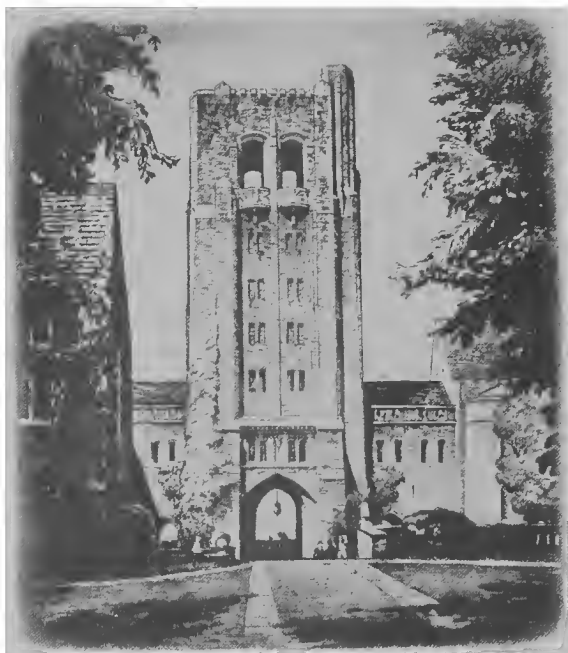


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EVERYBODY'S LAWYER

AND

COUNSELLOR IN BUSINESS:

CONTAINING

PLAIN AND SIMPLE INSTRUCTIONS TO
ALL CLASSES FOR TRANSACTING THEIR BUSINESS
ACCORDING TO LAW, WITH LEGAL FORMS FOR DRAWING
THE VARIOUS NECESSARY PAPERS CONNECTED THEREWITH.

TOGETHER WITH

THE LAWS OF DIFFERENT STATES FOR COLLECTION OF DEBTS,
PROPERTY EXEMPT FROM EXECUTION, MECHANICS' LIENS,
EXECUTION OF DEEDS AND MORTGAGES, RIGHTS
OF MARRIED WOMEN, DOWER, USURY, WILLS,
ETC., ETC., ETC.

BY FRANK CROSBY.

MEMBER OF THE PHILADELPHIA BAR.

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REFATORY.

THIS work is offered to the public, not as one which will entirely obviate the necessity of the advice and assistance of the legal profession ; for such a claim in behalf of it, or of any similar work, would be in the highest degree absurd ; but, rather, as a guide to all classes in the business details of ordinary life.

Instances are of constant occurrence, in which recourse is had to an attorney for consultation as to a clearly defined point of law, or for the preparation of a simple instrument, which would be entirely unnecessary, if a work like the present were at command. For all such cases it has been especially prepared.

No intelligent head of a family thinks of calling in a physician to prescribe for every trifling ailment to which any of the members may be subject. The advice of the clergyman is not sought relative to every petty case of morals which may arise in the household. And yet, from the too general scarcity of reliable works of a nature like the present, or from sheer force of habit, or from thoughtlessness, a rush is made to the attorney for the preparation of every little document, or for advice upon a matter which should be as plain to the ordinary comprehension as the capital letter O to the studious boy. In truth, it has not unfrequently happened, that the attorney himself, when so consulted, has merely availed himself of the same materials ; copying the form required, with the necessary variations, and

blessing the stupidity of his client for a liberal fee that could as well have been saved.

The merit of absolute originality is not claimed for this work. The compiler, (for he assumes no other appellation,) is aware that several books of a similar description have already appeared; but in each of them such deficiencies or faults are believed to exist, as to render the preparation of a work, similar in general outline, but widely different in detail, a matter of imperative general necessity.

For the sake of uniformity and readiness of reference, the alphabetical order has been adopted in the arrangement; each topic appropriately connected with the main subject being introduced in connection with it, and the requisite general forms added. Care has been taken to introduce no matter of a merely local nature or interest, which should render the work of utility only in particular States or sections. It is believed that no statement is contained in the following pages relative to a principle of law, which is not of general truth throughout the country. Neither has it been deemed advisable to cumber the work with those special forms, which are serviceable only to the practicing attorney. Such are to be found in abundance in works more especially adapted to his necessities; and, though he may find it convenient at times to refer to this handbook, it has been prepared more particularly for the farmer, the mechanic, and the man of business.

To recapitulate the various sources whence information and assistance have been sought, would be alike tedious and superfluous. Engravings have been introduced by way of relief to the subject-matter; the scenes being mainly illustrative of the early days of our republic, and therefore at all times interesting.

With thus much of introduction, the work is submitted to the judgment of the public. If it meets their approbation, the object of the compilation, undertaken at the instance of the publisher, will have been accomplished.

Philadelphia, August, 1859.

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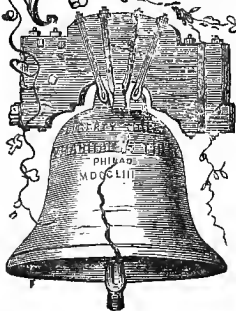
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EVERYBODY'S LAWYER.

HOW WE ARE GOVERNED.



LIBERTY BELL OF 1776.

FROM the nature of the Federal compact which unites the several States of this Union under one National Government, each State retains, to a great extent, its independent, individual sovereignty. Every citizen of each of the United States is, therefore, at the same time, subject to the authority of two distinct governments, administered by two separate classes of Agents, Legislative, Executive and Judicial, each with powers peculiar to itself.

The LEGISLATIVE authority of the General Government is vested in a Congress of the United States, consisting of a Senate and House of Representatives, meeting at Washington upon the first Monday of December in each year.

The Senate is composed of two members from each State,

chosen, either by joint ballot or concurrent vote of the respective Legislatures, for the term of six years.

No person can be elected Senator, unless he be thirty years old, have been nine years a citizen of the United States, and be, at the time of his election, an inhabitant of the State for which he is chosen.

The Vice-President of the United States is President of the Senate, having a casting vote in case of an equal division of its members. In case he be acting as President of the United States, be absent, or deceased, a president *pro tempore* is chosen.

The House of Representatives is composed of members elected directly by the people of their various Districts, for the term of two years only; commencing (except in case of vacancies being filled) on the fourth day of March. The number of members to which each State is entitled, varies greatly with its population; the number of inhabitants apportioned to each member being regulated by Congress upon the basis of the census returns of every period of ten years, with the restrictions, that the number shall never exceed one for every thirty thousand inhabitants, and that every State shall have at least one representative.

To be eligible for this office, a person must be twenty-five years of age, have been a citizen of the United States for seven years, and at the time he is chosen be an inhabitant of the State which elects him. The presiding officer of the House is the Speaker, chosen by the House at the beginning of each Congress.

Every organized Territory of the United States is entitled to elect one delegate to the House of Representatives for the term of two years, who may participate in debate, but cannot vote.

The compensation of members of Congress is \$3,000 *per annum*, together with eight dollars mileage for every twenty miles of the usual route traveled in going to, and returning from, Washington. For each day's absence pay is to be deducted, except in case of

sickness. The Speaker of the House receives \$6,000, and the President of the Senate *pro tem.*, \$8,000 *per annum*.

The legislation of Congress is, of necessity, strictly confined to those subjects, over which power to legislate has been expressly surrendered by the individual States, in the Constitution.

The EXECUTIVE authority of the United States Government is vested by the Constitution in the President. He is chosen by a College of Electors, equal to the number of Senators and Representatives, the people of each State electing its proportion by general ticket, except South Carolina, where they are elected by the Legislature. The qualifications of a President are, that he be a natural-born citizen, thirty-five years of age, and for fourteen years a resident within the United States. His term of office is four years. All Executive offices are filled, directly or indirectly, by his appointment, the advice and consent of the Senate in some specific cases being first required.

He is assisted in the administration of the General Government by seven officers, Heads of Departments, called his Cabinet, whom he may consult on all matters of moment, and who share, to some extent, in his responsibility. They are all nominated by himself, but must be confirmed by the Senate before they can act. All acts of Congress must be approved by him before they can become laws, unless two-thirds of each House of Congress agree to their passage, after his refusal to approve them; or ten days (excluding Sundays) elapse from the time any act is presented to him for his approval, to its return by him to Congress, provided Congress do not meanwhile adjourn.

The Secretary of State is the leading member of the Cabinet, having charge of the Foreign Relations of the United States, including all matters relative to Diplomacy, Foreign Ministers, Charges d'Affaires, Consuls, etc., and the reception of all communications from sovereign powers.

The Secretary of the Treasury has the fiscal affairs of government under his direction, involving the collection of the revenue from imposts and all other sources, together with the oversight of the various Custom-Houses, and the numerous officers therein employed.

The Secretary of War has charge of the Army, and national defense on land, the various details connected with the land forces of the United States, together with the superintendence of all the forts and military stations.

The Secretary of the Navy has charge of the National defense by sea, in all its necessary details.

The Secretary of the Interior. This department was first established in 1849, for the relief of the other departments. This officer has charge of the Patent Office, formerly under the supervision of the State Department; the Land Office, formerly connected with the Treasury; Indian Affairs and Soldiers' Pensions, from the War Department; Naval Pensions, from the Navy Department; the taking of the Census, the care of the public buildings, and other matters.

The Attorney-General is the legal adviser of the President and the Heads of the various Departments.

The Postmaster-General, though not originally a Cabinet officer, is now recognized as such, having the control of all the postal arrangements, the appointment of Postmasters, contracts for the mail service by sea and land, and the execution of the laws passed by Congress for the regulation of Posts and Post-roads.

In case of the removal of the President from office, or of his death, resignation, or inability to discharge his duties, the office devolves upon the Vice-President, who must possess the same qualifications as the President and is elected in the same way. The President and Vice-President cannot be inhabitants of the same State.

In case of the incompetency, inability, etc., of both President and Vice-President, the President *pro tem.* of Senate acts as President; in case of his inability, the Speaker of the House. If no person receives the votes of a majority of the whole Electoral College for President, the election of President devolves upon the House of Representatives, which is to choose the President, by ballot, from the persons, not exceeding three, having the highest number of votes in the College. The vote, in such cases, is to be taken by States, each State having one vote, and a majority of States elects. If, in such cases, the House do not choose by the fourth day of March next ensuing, the Vice-President acts as President.

If no person is elected by the majority of the College as Vice-President, a majority of the Senate elects one from the two highest numbers on the list of the College.

The compensation of the President is \$25,000 *per annum*; of the Vice-President, \$8,000; of each member of the Cabinet, \$8,000.

The JUDICIAL power of the United States is vested, by the Constitution, in one Supreme Court, and in such inferior Courts as Congress may establish. The Judges of all these Courts are appointed by the President, with the advice and consent of the Senate; they hold their office during good behavior, and receive a compensation which cannot be diminished during their continuance in office.

The Supreme Court, consisting of one Chief Justice (salary \$6,500,) and eight Associate Justices (salary \$6,000), has one session annually, at Washington, commencing on the first Monday of December. This tribunal has original jurisdiction in all cases relating to ambassadors, other public ministers and consuls, and those in which a State is a party. It also has jurisdiction, under such regulations as Congress may provide, by way of appeal from the inferior United States Courts, in all cases arising in law and equity under the Constitution and Laws of the United States, and

treaties made by them ; in all cases of admiralty and maritime jurisdiction, when the United States is a party ; in all controversies between two or more States, between a State and citizens of another State, between citizens of different States, between citizens of the same State claiming lands under grants of different States, between a State, or its citizens, and foreign States, or their citizens.

The Circuit Courts have been established by Congress as the tribunals next inferior to the Supreme Court. The United States is divided into nine Judicial Circuits, in each of which a Circuit Court is held twice in every year, for each State within such Circuit, by a Justice of the United States Supreme Court, and by the District Judge of the State or District. Florida, Texas, Iowa, Wisconsin and Minnesota, not being, as yet, attached to any Circuit, the District Courts therein have the power of Circuit Courts. These Courts have original jurisdiction, concurrent with the several State Courts, of all suits of a civil nature, when the sum in dispute exceeds \$500 (excepting when the United States are plaintiffs, when no such limitation is required) ; or, where an alien is a party, or the suit is between a citizen of the State where suit is brought, and a citizen of another State ; and in all cases arising under the Patent laws. They have, also, appellate jurisdiction in cases brought before them from the District Courts, where the matter in dispute exceeds fifty dollars.

District Courts, to the number of fifty-one, constitute the next grade of United States Courts. These Courts have, among other things, cognizance, exclusively of the several State Courts, of all offenses cognizable under authority of the United States, committed within their jurisdiction, or on the high seas (with certain limitations as to the punishment) ; exclusive cognizance in all cases of admiralty and maritime jurisdiction ; together with jurisdiction of all suits against consuls or vice-consuls, exclusively of the State Courts.

The Court of Claims, sitting at Washington, was instituted in 1855. It consists of a Presiding Judge, and two associate Judges (salary \$4,000), and has jurisdiction of all claims founded upon any law of Congress, upon any regulation of an Executive department, upon any contract with the United States Government, or such claims as may be referred to it by either House of Congress.

Congress has enacted, in relation to all of the United States Courts, that the laws of the several States, except when the Constitution, Treaties or Statutes of the United States shall otherwise require, shall be regarded as rules of decision in trials at common law, in cases where they apply.

A detailed account of the scope and operation of the various State governments embraced within this Union, cannot be expected in the space here allotted. Since, however, they rest upon a common basis, a passing allusion may not be inappropriate or valueless.

In each of the States, the government, as in the case of the United States, is distributed among three departments, the Legislative, Executive and Judicial. Experience has demonstrated this separation to be vital to the existence of healthful government, and, consequently, especial care is taken to prevent, as far as may be, each from trenching upon the peculiar functions of the other.

The legislative powers of each State, are lodged in a Legislature consisting of two branches; the common title of the higher being "The Senate," that of the lower, "House of Representatives," "Assembly," or the like.

The principal differences existing between these branches, are to be found in the number of members—that of the higher branch being much less than that of the lower; in the age of their members—a more advanced period being requisite in the former case; in the extent of their constituency—a greater number of inhabitants

uniting to elect to the upper; in the tenure of their office—a longer term being generally assigned to the Senate; and in the requirement, in vogue in some States, that the terms of but a portion of the Senators shall expire at any one time, the object being to secure greater stability and certainty in legislation.

In most of the States, comparatively slight, if any, requirements as to property qualifications exist, either in the case of members or those who elect them.

In the earlier history of the country the sessions of the various Legislatures were held annually; of late years, however, especially in the States more recently admitted into the Confederacy, the practice has obtained of having biennial sessions. The compensation of members of the Legislature differs greatly, both in amount and in the principles upon which it is based; some being paid a *per diem* allowance and mileage, irrespective of the length of the session; others having a *per diem* only for a specific number of days; while yet others are paid an aggregate sum instead of daily compensation.

The approval of the chief executive officer of the State is requisite to ensure validity to the acts of the Legislature, saving in those cases wherein, by constitutional provisions, acts may be re-passed by the necessary majorities over the vote of the Executive. In some of the States, the Legislatures are prevented, by constitutional interdicts, from imposing taxes beyond a specific amount, or creating a larger amount of debt than is thereby allowed; while in others, both of these important subjects are left wholly within the control of the law-making body.

The chief magistrate of each State is styled "Governor," and is vested with powers more or less extensive, as the particular Constitution prescribes. In some of the States he has authority, with the approval of the Senate, or Executive Council, to appoint Judges

and various minor judicial officers, to grant pardons, reprieves, etc. He is commander-in-chief of the militia of the various States, and even in those where the large majority of civil officers are elective, is the only authority to commission all such officers. The length of the gubernatorial term varies much in the different States, a few still clinging to the old system of an annual election, while the larger number have lengthened it to two or three years.

Governors are elected by the people of the several States, excepting in South Carolina, where the Legislature elects; and, in most of the States, there are slight, if any, property qualifications requisite.

Subordinate officers, generally elected by the people, whose duties are both advisory and executory as to the details of the administration of the government, are to be found in every State, corresponding in some degree to Heads of Departments under the United States government.

Formerly, all judges were appointed by the Executive, with the consent of the advising Board. As a general rule, they are now elective, mostly by the people, though in some States by the Legislature. Their tenure of office, too, is now, as a general thing, for a specific term of years, instead of for life, as formerly.

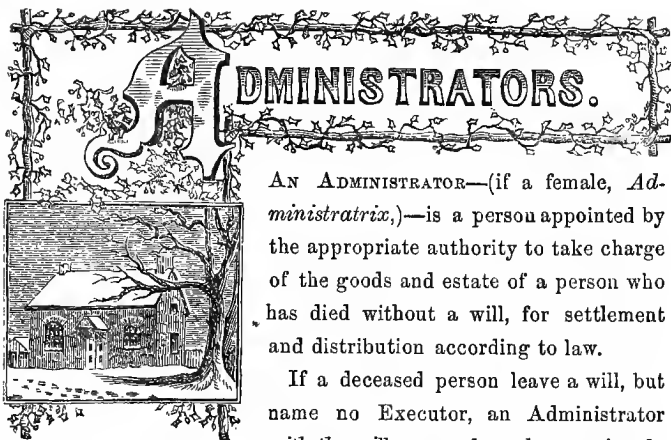
Each State has established a Court for the interpretation of Constitutional Law and the adjudication of weightier matters of dispute between its inhabitants, called a Supreme Court, Superior Court, Court of Errors, Court of Appeals, or the like. A few of the States have separate tribunals for disposal of cases in equity.

Next below the highest Court are Courts adapted to the particular wants of ordinary litigants in the various counties or other subdivisions. These are called Courts of Common Pleas, Circuit Courts, District Courts, Police Courts, Recorder's Courts, etc. The lowest class of judicial officers is styled Justices of the Peace, or Aldermen, having jurisdiction in trivial suits and over petty offenses. Besides

these Courts there are, in some States, specific tribunals for the trial of criminal cases, as Courts of Quarter Sessions of the Peace, Oyer and Terminer, etc. ; and for settlement of estates of deceased persons, as Register's Courts, Probate Courts, Orphans' Courts, etc.

Indeed, in no State can the citizens complain of a lack of opportunity afforded them for gratifying whatever itigions propensities they may possess.

From this cursory and necessarily imperfect glance at the structure of our governments, both National and State, it will readily be seen with what scrupulous care and jealous anxiety the illustrious men who have gone before us, laid the foundation of our Union in that noble Constitution which has served as the model by which the individual States, as a whole, have elaborated their own governments. With the minute details of that Constitution, it is the first duty of every American citizen to familiarize himself. If the intentions of its framers are truly and faithfully carried out ; if the National Government is cautious to avoid all infringements upon the reserved rights of the individual States ; if the several States are reciprocally determined to fulfill every obligation imposed upon them by the common compact : in short, if a spirit of concession, forbearance, and love for the whole country pervades the bosom of every citizen of every State, then, indeed, we may feel proudly confident that the fond hopes of the most sanguine of the early friends of the Federal Union shall be more than realized—then shall each day's rising sun, while time endures, smile upon a free, enlightened, independent, and united people, and our glory as a nation reach its culmination in the wise exercise of a power which none may safely resist ; in the cultivation of a genuine rational liberty, which, recognizing the dignity of the individual man, shall afford ample room and scope for its development.



WINTER SCENE.

ADMINISTRATORS.

AN ADMINISTRATOR—(if a female, *Administratrix*,)—is a person appointed by the appropriate authority to take charge of the goods and estate of a person who has died without a will, for settlement and distribution according to law.

If a deceased person leave a will, but name no Executor, an Administrator *with the will annexed* can be appointed; if a single Executor die, or refuse to act, an Administrator *of the goods not administered upon with the will annexed*—or, if a single Administrator die, an Administrator *of goods not administered upon*—may be appointed.

The classes of persons entitled to take out letters of administration, and the order of their priority, are regulated by the Statutes of the different States.

After filing the requisite bond, the administrator must prepare an *inventory*, or statement of the appraised personal property (in some States, of the real estate also), and file a copy of the same in the proper office within the required time; then realize what money is possible from debts due deceased, selling whatever personal property may be necessary to pay debts owing by deceased, in the order of preference provided by State laws. Where the personal

estate is insufficient, resort must be had to the real estate, by application to the proper authority. After payment of all debts, he must file an account as administrator, in the proper Court; and, within the time required, distribute the remaining property among those entitled to it under the Statutes of the State.

An administrator has no power to act out of the State in which he is appointed.

Form of a Petition for Letters of Administration.

[To be addressed to the Court of Ordinary, Court of Probate, Orphans' Court, County Court, or Surrogate, or (*as the case may be*), of the proper County.]

TO THE COURT OF ORDINARY of the District of Edgefield, in the State of South Carolina.

The petition of Ann Smith, widow of Richard Smith, late of said District, deceased, respectfully sheweth:—That, on or about the twentieth day of May, A. D. 18—, the said Richard Smith died, leaving goods, chattels, rights, credits, and real estate in the District aforesaid; that, to the best of the knowledge and belief of your petitioner, no last will and testament was left by the said Richard Smith, deceased; that the deceased has left a widow, Ann Smith, your petitioner, aged 36 years, and two children, Thomas Smith, aged 10 years, and Emma Smith, aged 6 years; and that the deceased was, at and immediately preceding his death, an inhabitant of the said District.

Your petitioner therefore prays that letters of administration may be granted on the estate of the said deceased, and that she may be appointed the administratrix thereof.

ANN SMITH.

Dated this twelfth day of June, A. D. 18—.

[*Add an affidavit of truth of above, if required, for which, see article on "Affidavits."*]

Form for an Administrator's Bond.

KNOW ALL MEN BY THESE PRESENTS, that we, John Jones, of the Borough of Doylestown, County of Bucks, and State of Pennsyl-

vania, and William Williams and Charles Chase, of the Borough aforesaid, are held and firmly bound unto the Commonwealth of Pennsylvania, in the sum of \$1000, lawful money of the United States, to be paid unto the said Commonwealth, her certain attorney or assigns; to which payment, well and truly to be made, we do bind ourselves, and each of us, our heirs, executors, and administrators, jointly and severally, firmly by these presents: sealed with our seals, dated the tenth day of December, in the year of our Lord 18—.

The condition of this obligation is, that if the above-bounden John Jones, administrator of all and singular the goods, chattels, and credits of Henry Holt, deceased, do make, or cause to be made, a true and perfect inventory of all and singular the goods, chattels, and credits of the said deceased, which have, or shall come to the hands, possession, or knowledge of him, the said John Jones, or into the hands and possession of any other person, or persons, for him, and the same so made do exhibit, or cause to be exhibited into the Register's Office, in the County of Bucks, within — days from the date hereof; and the same goods, chattels, and credits, and all other the goods, chattels, and credits of the said deceased, at the time of his death, or which at any time after shall come to the hands and possession of the said John Jones, or into the hands and possession of any other person or persons for him, do well and truly administer according to law; and further do make, or cause to be made, a just and true account of his said administration within (*inserting the Statute time*) from the date hereof, or when thereunto legally required; and all the rest and residue of the said goods, chattels, and credits, which shall be found remaining upon the said administrator's account, the same being first examined and allowed by the — Court of the County having jurisdiction, shall deliver and pay unto such person or persons as the said Court, by their decree or sentence, pursuant to law, shall limit and appoint; [*if in a State where collateral inheritances are taxable, here insert*—and shall well and truly comply with the law of this Commonwealth relating to collateral inheritances;] and, if it shall hereafter appear that any last will and testament was made by the said deceased, and the same shall be proved according to law, if the said John Jones, being thereto required, do surrender the said letters of administration into

(*the office aforesaid*); then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and delivered }	JOHN JONES,	[SEAL.]
in presence of }	WILLIAM WILLIAMS,	[SEAL.]
THOMAS JOHNSON,	CHARLES CHASE,	[SEAL.]
DANIEL DEAN.		

[*If the Bond does not run to the State, the above can be changed accordingly.*]

Form for Advertisement of Granting Letters of Administration.

NOTICE.—Whereas letters of administration upon (*or testamentary to, in case of an executor*) the estate of Henry Holt, late of Doylestown, yeoman, have been granted to the subscriber, all persons indebted to the said estate are requested to make immediate payment, and those having claims or demands against the same, will make known the same without delay, to

JOHN JONES,
Administrator.

Doylestown, December 14th, A. D. 18—.

Inventory of Property.

A TRUE and perfect inventory and just appraisement of all and singular the goods and chattels, rights and credits, which were of Henry Holt, late of the Borough of Doylestown, County of Bucks, and State of Pennsylvania, yeoman, deceased, at the time of his death, to wit :

[*Here append the inventory, estimating bonds, notes, book-accounts, and the like, under the headings of "good," "doubtful," and "bad."* If real estate is to be appraised, include that in the same inventory, adding up, however, the inventory of the personal property separately.]

Taken and appraised by us, the sixteenth day of December, A. D. 18—.

ANDREW THOMPSON,
JAMES MILLER.

BUCKS County ss.

Personally appeared before me, Justice of the Peace (*or any proper officer*), in and for the said County, Andrew Thompson, and James Miller, who upon their solemn oath (*or affirmation*), do depose and say, that they, at the request of (*as the case requires,*)

did well and truly, and without prejudice or partiality, value and appraise the goods, chattels, and credits, which were of Henry Holt, deceased, as set forth in the inventory hereto annexed, and in all respects perform their duties, as appraisers, to the best of their skill and judgment.

ANDREW THOMPSON,
JAMES MILLER.

Sworn (or *affirmed*) and subscribed this seventeenth day of December, A. D. 18—, before me,

EPHRAIM BANKS,
Justice of the Peace.

Notice of Widow, to the Administrator, of Claim to Personal Property, for use in States where the Widow or Children may take advantage of the Exemption laws.

JOHN JONES, Administrator of Henry Holt, deceased:—

You will please take notice, that I claim the benefit of (*here insert the section and Act, under which claim is made*), and elect to take under the same as widow of the said Henry Holt, deceased, the following articles of personal property, or so many of them as shall be of the value of (*insert the sum allowed by Statute*) dollars, to wit: (*specifying the furniture, or other personal property selected.*) And I request that the same be appraised and set apart for the use of myself and family.

Yours respectfully,

ELIZA HOLT.

Doylestown, December 25th, 18—.

Appointment of Appraisers.

ESTATE OF HENRY HOLT, DECEASED.—I, John Jones, administrator of Henry Holt, deceased, do hereby certify that I have selected and summoned John Fox, David Ela, and Francis Carr, three disinterested and competent persons, to appraise the personal property elected to be taken and kept by Eliza Holt, widow of Henry Holt, under the (*reciting section and Act as before*). Witness my hand this 29th day of Dec. A. D. 18—.

JOHN JONES.

Form for Appraisement.

IN THE MATTER OF HENRY HOLT, DECEASED.

The undersigned having been selected and summoned by John Jones, administrator of Henry Holt, deceased, to appraise the personal property retained by Eliza Holt, widow of Henry Holt deceased, under the provisions of (*reciting as above*), and having been respectively sworn (*or affirmed*), do value and appraise the same as follows, to wit:—(*inserting articles retained and value of each*). Witness our hands and seals this 28th day of December, A. D. 18—.

JOHN FOX, [SEAL.]

DAVID ELA, [SEAL.]

FRANCIS CARR, [SEAL.]

Petition for Sale of Land to pay Debts.

[To be addressed to the Court of Ordinary, Court of Probate, Orphans' Court, County Court, or Surrogate, or as the case may be, of the proper county.]

TO THE HONORABLE the Judges of the Orphans' Court of the County of Bucks: The petition of John Jones, administrator of the estate of Henry Holt, late of said county, deceased, respectfully represents: That the said Henry Holt died intestate, seized in his demesne as of fee, among other things, of the following real estate, to wit:—[*Describe fully and at length the tract or tracts proposed to be sold.*]

That the personal estate of the said deceased is insufficient to pay his debts, and that it is necessary to sell a portion of the real estate for the payment thereof.

That a true and perfect inventory and just appraisement of all the personal estate of said deceased, a full and correct statement of all his real estate, together with a just and true account, upon oath (*or affirmation*) of all the debts of the said deceased, which have come to the knowledge of your petitioner, are hereunto appended.

Your petitioner therefore respectfully prays an order of said Court to authorize a sale by him of the real estate described in this petition.

JOHN JONES.

[*Here add inventory and appraisement of all the personal estate, statements in full of the real estate, and the specific debts due from the real estate.*]

STATE OF PENNSYLVANIA, BUCKS COUNTY, ss.

JOHN JONES, the above-named petitioner, being duly sworn (or *affirmed*) according to law, deposes and says, that the facts set forth in the foregoing petition are just and true, and that the inventory and appraisement of the personal estate of said deceased, and the statement of the said deceased's real estate, and the account of his debts which have come to the knowledge of said petitioner, thereunto annexed, are just and true, to the best of his knowledge and belief.

JOHN JONES.

Sworn (or *affirmed*) and subscribed before me, this second day of January, A. D. 18—.

EPHRAIM BANKS,

Justice of the Peace.

Form for Administrator's Deed for Land sold to pay Debts.

THIS INDENTURE made the tenth day of February, in the year of our Lord 18—, between John Jones, administrator of all and singular, the goods, chattels, rights, and credits which were of Henry Holt, late of the borough of Doylestown and Commonwealth of Pennsylvania, yeoman, who died intestate, of the one part, and Edwin Harris of the said borough, of the other part: Whereas, the said Henry Holt, in his lifetime and at his death, was seized in his demesne, as of fee, of and in a certain tract (or *tracts*, if necessary) of land, situate in said borough, containing ——— acres: And whereas, letters of administration of all and singular the goods, chattels, rights, and credits, which were of the said Henry Holt at the time of his death, were afterward in due form of law, committed to the aforesaid John Jones: And whereas, by the petition of the said John Jones to the Judges of the Orphans' Court of Bucks County at Doylestown, the fifth day of January, A. D. 18—, setting forth that the personal estate of the said Henry Holt was insufficient to pay his just debts, a schedule of which, together with an inventory of the said debts, and also a statement of all the real estate of said deceased, was thereto attached, and praying said Court to allow him to make sale of so much of said lands as the said Court should judge necessary for the purpose aforesaid: it was thereupon ordered by the said Court, that the lands hereafter described should be sold according to the prayer of the petitioner: And whereas, in pursuance of the said order, and by virtue of the

laws of the Commonwealth of Pennsylvania, in such case made and provided, afterward, to wit, on the seventh day of February, A. D. 18—, at said Doylestown, the said John Jones did expose to sale at public vendue the land hereinafter described, with the appurtenances, the same having been by him duly advertised according to law, and then and there did sell the same to the said Edwin Harris, he being the highest bidder, for the sum of ——— dollars, that being the highest and best price bid for the same; which sale, a report thereof being made to the said Orphans' Court, was on the ninth day of February, A. D. 18—, confirmed by the same, as by the records and proceedings of the said Court, reference thereto being had, will more fully appear:—

Now this Indenture witnesseth, that the said John Jones, for and in consideration of the said sum of ——— dollars, to him in hand paid by the said Edwin Harris, at and before the ensembling or delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained, sold, released, and confirmed, and by these presents, in pursuance and by virtue of the said order of Court, doth grant, bargain, sell, release, and confirm, unto the said Edwin Harris, and to his heirs and assigns, all that certain messuage, etc., bounded and described as follows: Beginning etc., (*describing the premises,*) together with all and singular the rights, liberties, privileges, hereditaments, and appurtenances whatsoever thereunto belonging or in anywise appertaining, and the reversions, remainders, rents, issues, and profits thereof: And also all the estate, right, title, interest, property, claim, and demand whatsoever of the said Henry Holt, at and immediately before the time of his decease, in law or equity, or otherwise howsoever, of, in, to, or out of the same.

To have and to hold the said messuage or tract of ——— acres of land, hereditaments, and premises hereby granted, with the appurtenances, unto the said Edwin Harris, his heirs and assigns, forever. In witness whereof, the said party of the first part, administrator as aforesaid, hath hereunto set his hand and seal, the day and year first above written.

Signed, sealed, and delivered }
 in presence of }
 CALEB HAYDEN,
 HENRY ERDEN.

JOHN JONES, [SEAL.]

STATE OF PENNSYLVANIA, BUCKS COUNTY, ss.

Before me the subscriber, one of the Justices of the Peace in and for the said county, personally came the abovenamed John Jones, administrator of the estate of Henry Holt, who in due form of law acknowledged the above indenture to be his act and deed as such administrator, to the end that the same might be recorded as such according to law

In testimony of which I have hercunto set my hand and seal, this tenth day of February, A. D. 18—.

EPHRAIM BANKS,
Justice of the Peace.

Form for Administrator's Account.

The account of JOHN JONES, administrator of all and singular the goods, etc., which were of HENRY HOLT, late, of Doylestown, County of Bucks, yeoman, deceased.

[To be followed by an affidavit: for form of which see "AFFIDAVITS."]

18—	Dr.	Dolls.	Cts.	18—	Cr.	Dolls.	Cts.
	The said accountant charges himself with all and singular the goods, etc., which were of the said deceased, according to an inventory and appraisement thereof filed in ——— office in ——— amounting to	70,800	50		The said accountant claims credit and allowance for the following disbursements, viz.:		
	He further charges himself with the following sums received in cash since inventory:			Jan. 1	By cash paid for letters of administration,	5	00
				"	By cash paid for funeral expenses, . . .	164	24
				"	By cash paid for medicine, . . .	20	00
				"	By cash paid for servants' wages, . . .	40	25
				"	By cash paid for note to Aaron Foster, . . .	1500	00
				"	By cash paid for balance of book account to John Ervin, . . .	480	00
Jan. 1	Interest on Philadelphia bonds, . . .	600	00	Feb. 1	By cash paid for on contract of dec'd with Rufus Elmer, . . .	10,000	00
"	Interest on note of Henry Clarke, . . .	450	00	"	By cash paid for state and county tax for 18—, . . .	825	60
Feb. 1	Interest on bond of William Day, . . .	84	50	May 1	By cash paid for Tho. Barr for stating this account,	25	00
"	Dividend of 4 per ct. on Girard Bank stock.	564	25		[If property set apart to widows or children was included in inventory and appraisement, claim a credit for same.]		
"	Dividend of 3 per ct. on Reading R. R. stock.	200	75		Admin's commission, 5 per ct. on \$72,700 00.	3,635	00
					Balance in favor of estate,	56,004	91
					JOHN JONES.	72,700	00
	June 1, 18—.	72,700	00				

AFFIDAVITS.



A RELIC OF THE REVOLUTION,
ORANGEBURGH, S. C.

AN AFFIDAVIT is an oath or affirmation, reduced to writing, sworn or affirmed to, before some officer empowered to administer it.

In a few of the States, oaths administered extra-judicially (that is, relative to matters not connected with a proceeding in a Court of Justice,) are forbidden by Statute. In the greater number, however, they are not only permitted, but are in frequent use in various business

transactions.

[Specific affidavits will be found throughout this work, appended to the various forms to which they are adapted. A few of those in more general use throughout the country are inserted here.]

Common Form of an Affidavit.

COMMONWEALTH OF MASSACHUSETTS, SUFFOLK, ss : }
BOSTON, July 1st, 18—.

Then the abovenamed A. B. personally appeared and made oath (or solemnly affirmed), that the foregoing declaration, by him subscribed, is true. Before me,

THOMAS E. HOOPER,

Justice of the Peace.

Affidavit to a Petition.

STATE OF NEW YORK, ONEIDA COUNTY, ss.:

Before me, the subscriber, one of the Justices of the Peace in and for the said County (*or Alderman, or Judge, as the case may be*), personally appeared Silas Burroughs, abovenamed, who, being duly sworn (*or affirmed*) according to law, doth depose and say (*or solemnly affirm*), that the facts set forth in the foregoing petition (*or as the case is,*) are true, to the best of his knowledge and belief.

SILAS BURROUGHS.

Sworn (*or affirmed,*) and subscribed before me, this ninth day of May, A. D. 18—.

WILLIAM J. ROLFE,
Justice of the Peace.

Affidavit of Service of Notice.

[Reciting, as in the foregoing, as far as "*depose and say.*"]

— depose and say, that he served the within notice (*or, as the case is,*) on Marshal Cobb, within-named, on the fourth day of April, A. D. 18—, by leaving a true and attested copy of the same at his dwelling-house (*or as the case is*) in —, in the presence of an adult member of his family.

[*If the service be personal*, say, "by handing to him a true and attested copy of the same at, etc." Or, "by reading the contents to him in his presence and hearing."]

Sworn, etc., (*as in foregoing.*)

Affidavit of Administrator, etc., to an Account.

STATE OF PENNSYLVANIA, BUCKS COUNTY, ss.:

Before me, etc., (describing the officer,) personally appeared John Jones, administrator (*or executor, assignee, trustee, or guardian.*) aforesaid, who doth depose and say, that the above-stated account is just and true, to the best of his knowledge and belief.

Sworn, etc.

Affidavit to Signature of an absent or deceased Witness.

STATE OF OHIO, SCIOTO COUNTY, ss.:

Be it remembered, that on the third day of August, A. D. 18— before me, etc., personally appeared Joseph Cooper, of full age, who

being duly sworn according to law, doth depose and say that he is well acquainted with the hand-writing of Walter Alford, one of the subscribing witnesses to the within (*naming the kind of writing*), having frequently seen him write, and that he verily believes that the name of the said Walter Alford, signed to the same, as one of the attesting witnesses, is the proper hand-writing of the said Walter Alford, who is now absent (*or deceased, as the case is*).

Sworn, etc.

Affidavit of Partner in Limited Partnership.

STATE OF NEW HAMPSHIRE, COOS COUNTY, ss:

Before me, etc., personally appeared the above-named Harrison Blaisdell, one of the general partners of the firm of Blaisdell and Abbott, referred to in the foregoing agreement, and, being duly sworn, did depose and say, that the several sums therein specified to have been contributed by each of the special partners named therein, to the common stock, to wit: the sum — (*as the case is with each*), have been so contributed, and actually and in good faith paid in cash.

Sworn, etc.

Affidavit for Goods Sold and Delivered.

STATE OF INDIANA, COUNTY OF HARRISON, ss:

Walter Forward, of Corydon, in said County, being duly sworn, deposes and says, that Amasa Peabody, of Hartford, County of Hartford, and State of Connecticut, is justly and truly indebted unto him, this depouent, in the sum of — dollars, for goods sold and delivered by him to the said Amasa Peabody; that he has given credit to the said Amasa Peabody for all payments and set-offs to which he is justly entitled, and that the balance claimed according to the foregoing account is justly due; and that said account is correctly stated.

Sworn, etc.

Affidavit of Clerk for Same.

STATE OF INDIANA, COUNTY OF HARRISON, ss:

Dallas Goodwin, of said County, being duly sworn, doth depose and say, that Amasa Peabody, County of Hartford, and State of

Connecticut, is justly and truly indebted unto Walter Forward, of Corydon, County of Harrison, and State of Indiana, in the sum of — dollars, for goods sold and delivered to the said Peabody by the said Forward; that this deponent packed said goods, and delivered them to the said Peabody; that the account hereto annexed is correctly stated, it having been duly copied by this deponent from the proper books of the said Forward, and by himself examined; that full credit has been given to the said Amasa Peabody, for all payments and set-offs to which he is justly entitled; and that the balance claimed is justly due, according to the foregoing account.

Sworn, etc.

Affidavit of Publication of Notice.

STATE OF PENNSYLVANIA, PHILADELPHIA COUNTY, ss:

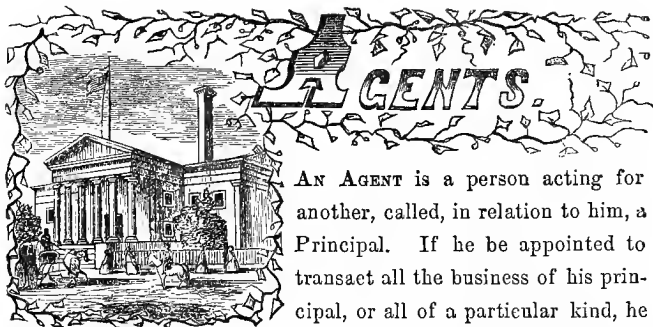
THOMAS R. GROOM	}	In the Common Pleas of Philadelphia County, of June Term, 18—.
vs.		
JOSEPH C. GILBERT.		
		No. 185.

Lloyd Hixon, being duly sworn (or *affirmed*) according to law, saith that he is the publisher of a weekly newspaper in the City and County of Philadelphia, called "The Pennsylvania Journal," and that the above notice was published in said paper for six weeks, the last publication being upon the sixteenth day of May, A. D. 18—.

Sworn (or *affirmed*) and subscribed before me, this first day of June, A. D. 18—.

WILLIAM HAYNES,

Alderman.



UNITED STATES MINT, PHILADELPHIA.

AN AGENT is a person acting for another, called, in relation to him, a Principal. If he be appointed to transact all the business of his principal, or all of a particular kind, he is called a General Agent; if only appointed for a specific and particular purpose, a Special Agent. The principal classes of Commercial Agents are Auctioneers, and Brokers, and Factors or Commission Merchants.

An Auctioneer is a person entrusted with the sale of property at public vendue, and is, in the absence of a special agreement, paid by a commission on the gross proceeds of sale. Until the bid is knocked down, he is the agent of the seller alone; after this, the agent of the purchaser also, and a memorandum by him, made at the time, binds both parties. A bid, however, may be retracted at any time before the knocking down.

A Broker is an agent employed to negotiate between other parties, and is understood to act in the name of his principal.

A Factor, or Commission Merchant, is an agent employed to sell goods consigned or delivered to him, by or for his principal, for a commission. He differs from a broker, in having the actual possession of the goods.

Attorneys are also agents, acting, in legal proceedings, in behalf of their employers or clients.

An Agent may be constituted in three ways ; by deed under seal, by a writing without seal, or by mere words.

To escape personal responsibility, the mere use of the word " Agent," in executing written contracts, will not suffice ; the name of the principal must also appear. The safest mode in such cases is to execute thus : " A. B." (the principal,) " by his Attorney, C. D.," or " C. D. for A. B." All contracts under seal should be made in the name of the principal.

An agent is liable for interest, if any has actually been made on a balance in his hands, but not if it has lain idle.

If an authority to act as agent be given for a valuable consideration ; or be accompanied with an interest on the part of the agent in the subject-matter of the agency ; or be a part of security taken ; such authority cannot be revoked by the principal, unless there be an express stipulation to the contrary. In all other cases the principal has the right to revoke the authority as he pleases ; exposing himself, however, to a claim of damages, if he revoke an authority, given for a definite time, before the expiration of that time, unless satisfactory cause therefor be shown.

An agency may also be revoked by the operation of law : either by the expiration of the time for which it was constituted ; or by such a change in the condition or relation of either party as produces an incapacity to act—as if an unmarried woman execute a letter of attorney and afterward marry, or become insane ; or by the insolvency of the principal ; or by the death of either party ; or by the extinction of the subject-matter of the agency ; or by its complete fulfillment.

When an agency is revoked by the act of the principal, such revocation affects the agent, and other persons, only from the time when it is known by him or them. An agent ought, for his own security, to act under written authority.

It is not generally safe to make payment to a broker if his principal be known; otherwise, in the case of a commission merchant, if it be in the course of his business, and the principal had not forbidden payment.

A commission merchant has a lien, or claim, on all the goods of his principal in his hand as agent, to the extent of the balance of his general account *as such agent*. To render such lien, however, valid, actual possession must be retained by him of the goods.

All general legal principles, affecting the relation of principal and agent, may be limited or enlarged by distinct written agreement.

POWERS OF ATTORNEY.—A power of attorney, or letter of attorney, is a written instrument, commonly under seal, by which one or more persons, called constituents, authorize one or more other persons, called attorneys, to act instead of the former.

The authority given may be either general or special, revocable or irrevocable. If a power of attorney is to be recorded, it must be acknowledged. Where any act of the attorney is to be by deed, the authority to execute it must also be by deed. A power of attorney to execute a sealed instrument, must itself be under seal. A power of attorney to convey lands requires the same formalities, in its acknowledgment by both husband and wife, as a deed by them would require.

Where an attorney makes a conveyance, he should execute the deed in the name of his principal, affix the seal of the principal to it, and acknowledge it before a magistrate to be the deed of the principal. The person taking land under such a deed should have the power of attorney recorded in the county where the land is.

No attorney has power to nominate a substitute unless it be expressly given him in the power creating him attorney. Powers of attorney to be used in foreign countries should be acknowledged before a Notary Public, and certified by the Consul of the particular foreign country. At the death of the constituent, the power of attorney ceases.

General Form for Power of Attorney.

KNOW ALL MEN BY THESE PRESENTS, that I, Walter B. Mitchell, of Trenton, County of Mercer, and State of New Jersey, have made, constituted, and appointed, and by these presents do make, constitute, and appoint John C. Huckins of Baltimore, County of Baltimore, and State of Maryland, a true and lawful attorney for me, and in my name, place, and stead, and in my behalf to (*insert the things which the attorney is to do*); giving and granting unto my said attorney full power and authority generally to do and perform all and every act and thing whatsoever requisite or proper to effectuate all or any of the premises, or any other matter or thing appertaining or belonging to me, with the same powers, and to all intents and purposes, with the same validity, as I, if personally present, could; [giving and granting also unto my said attorney full power to substitute one or more attorney or attorneys under him, my said attorney, in or concerning the premises or any part thereof, and the same at his pleasure to revoke; and] hereby verifying and confirming whatsoever my said attorney [or his substitute or substitutes] shall and may do by virtue hereof, in the premises.

In witness whereof, I have hereunto set my hand and affixed my seal this eighteenth day of September, in the year of our Lord 18—.

Signed sealed and delivered } WALTER B. MITCHELL, [SEAL.]
in presence of }

JACOB HUNSICKER,

JOHN B. REIFF.

[N. B.—By omitting the words in brackets, commencing “giving and granting also unto my said attorney,” etc., also, “or his substitute, etc.,” no power to appoint substitute is given.]

*If the attorney is empowered to collect debts, then insert as follows in the foregoing form:—*To ask, demand, recover, and receive all and any sum or sums of money, debts, dues, merchandise, or effects, due, payable, coming, or belonging, or which may at any time hereafter be due, payable, and belonging to me, from [*naming the particular persons, if so intended, or*] any person or persons whatsoever.

*If empowered to sell and lease lands, insert as follows:—*To enter into, and take possession of, all such messuages, lands, tenements,

hereditaments, and real estate whatsoever, in [*describe the location*], to or in which I am or may be in any way entitled or interested; and to grant, bargain, sell, and convey the same, or any part or parcel thereof, for such sum or price and on such terms as to him shall seem fitting and proper; and for me and in my name to make, execute, acknowledge, and deliver good and sufficient conveyances for the same, either with or without covenant and warranty; and, until the same shall be sold, to demise, lease, and to farm let the said real estate for the best rent that can be procured for the same; and to ask, demand, recover, collect, and receive all sums of money which shall become due and owing to me by means of such bargain, sale, or lease, and to take all lawful ways and means for the recovery thereof: to compound and agree for the same, and to execute and deliver sufficient acquittances and discharges therefor.

*If to purchase and sell goods, etc., then as follows:—*To purchase any goods, merchandise, or specie, or other commodities on my account, for such prices and to such amount as he may deem meet, and the same to sell again for my benefit, and on my account, for any prices whatsoever; to ship and transport the same, or any part thereof, on my behalf and account, to any port or ports, place or places whatsoever, in any vessel or vessels, and with or under the charge of, and to, any person or persons whatsoever, and there barter, exchange, and dispose of the same; and generally to do and act relative to the insurance upon, and the security of the same, as to him shall seem most proper.

*If to settle partnership, as follows:—*To settle and adjust all partnership demands, accounts, and claims now existing between myself and R. S., G. H., M. N., (*or any person or persons whatsoever*) and to submit the same to, and decide them by arbitration, and in all matters appertaining to the settlement and adjustment of the affair of said partnership, in all respects to do and act as by him shall be deemed best.

*If to execute writings, etc.:—*To make, execute, and acknowledge all contracts, orders, deeds, writings, and instruments of any kind which may be necessary in order more fully to effectuate and perform the foregoing premises.

BUSINESS LAW.

A note or contract made (or dated) on Sunday, or by a minor, or without consideration, is void.

Signatures made with lead pencil are good, in law

The maker of an "accommodation" bill or note is not liable to the party accommodated, but is bound to all others as though there were a valid consideration.

A note falling due on Sunday, or on a legal holiday, must be paid on the day before. If Saturday should be a holiday, and the note fall due on Sunday, it should be paid on Friday; and if Monday is a holiday, and the note falls due on Monday, it should be paid on Saturday.

A note may be endorsed on the face or back—usually on the back; and the endorser is liable if the maker fails to pay, provided he is served with notice of protest within twenty-four hours after it falls due.

A note is a written promise to pay. An acceptance is a *draft*, accepted by the payer, and made payable at a fixed and definite time. Either is negotiable.

Principals are responsible for the acts of their agents.

The acts of one partner bind all the rest.

If a check or draft is not presented for payment promptly, that is as soon as it can reach the place of payment in due course of business, and if, in the meantime, the bank or payer fails, the holder and not the maker must lose the amount.

A note or draft may be presented at any time during the day that it falls due, even after business hours, and the payee has the right to refuse anything except bank bills or a certified check, and if not so paid, the note or draft will be protested the next day, and notices sent to all endorsers, who then become severally liable.

An endorser is not liable if he endorses after the words "without recourse."

All claims which do not rest on a "seal" or "judgment" must be sued within six years from the time they originate.

Part payment of a debt that has passed the time of statutory limitation revives the whole debt, which holds for another period of six years.

A debtor has the right to designate on which Bill he wishes to make payment, when partial payments are made.

An oral agreement must be proved by witnesses.

The finder of negotiable paper or other property, must make reasonable efforts to find the owner, or otherwise he will be liable to a charge of larceny.

Notes do not bear interest, unless stated in the note.

A Will should begin with the words "In the name of God, amen;" and all bequests should be plainly and unequivocally made and stated, without interlineations or erasures. Any change in a will should be made by codical, and both that and the principal instrument should be signed and sealed before two witnesses.

All legal instruments are to be interpreted according to the natural use of language. It is better to avoid any peculiar phrasology or technical terms.

KNOW ALL MEN BY THESE PRESENTS, that I, Enoch West, of Warsaw, County of Barbour, and State of Mississippi, do make, constitute, and appoint Daniel Gurney, of New Orleans, State of Louisiana, my true and lawful attorney, for me and in my name and behalf, to transfer, assign, and set over unto Thomas Demond, of said New Orleans (or, *any other person or persons*), *ten* shares in the capital stock of the *Girard Bank*, in Philadelphia, State of Pennsylvania, standing in my name on the books of said *corporation*, and to do all necessary acts, and to make the necessary acquittances

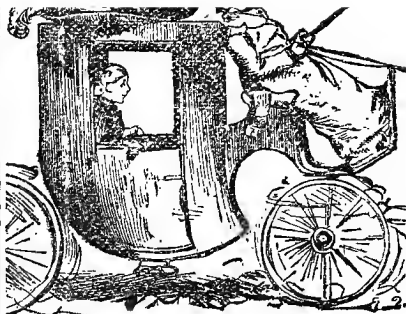
Let us recommend to you
 b. Durno's CATARRH SNUFF. It is
 t. the best known remedy for that
 t. most disagreeable complaint.
 + Thousands have used it with
 s. most beneficial results. Read
 c. the following.

GENEVA, Kan., March, 4, 1880.

I have used Durno's CATARRH
 SNUFF, and it is the only thing
 that does me any good. It al-
 ways effect a speedy cure.

Respectfully,

E. A. SAVAGE.



And so she has to place it on top of the car-
 riage and go bareheaded, and catch cold.

DR. HALL'S BALSAM FOR THE LUNGS cures
 colds, coughs and consumption.

WATSON'S NEURALGIA KING.

This is one of the best remedies for Neuralgia ever invented. It is not a
 liniment, but is a medicine to be taken internally, and cures by going right to the
 root of the disease. A lady who had tried many other things, without relief, tried
 NEURALGIA KING, and was immediately cured. We guarantee it in all cases,
 when used according to directions.

THE FAMOUS RUSSIAN HAIR DYE.

Without Preparation, Gradual and Imperceptible Change to Even and Natural
 Color. With Preparation, Instantaneous and Permanent Black or Brown.

CONVENIENCE.—The dye is put up in two forms: first, in a single bottle, which
 is complete in itself, and which obviates the inconvenience and trouble of using
 several liquids; Second, in a box accompanied by a preparation, by the use of
 which the color is instantly brought out, in the absence of the sunlight, or even of
 daylight. NATURALNESS.—The great beauty of this Hair Dye is that it pro-
 duces the NATURAL COLOR of the hair, and does not give a burnt appearance.
 CHEAPNESS.—The price of the RUSSIAN HAIR DYE is only FIFTY CENTS, in
 either form, the Double Preparation being offered at the same price as the single,
 thus making it the CHEAPEST HAIR DYE IN THE MARKET.

nership demands, accounts, and claims now existing between myself
 and R. S., G. H., M. N., (or any person or persons whatsoever) and
 to submit the same to, and decide them by arbitration, and in all
 matters appertaining to the settlement and adjustment of the affair
 of said partnership, in all respects to do and act as by him shall be
 deemed best.

If to execute writings, etc.:—To make, execute, and acknowledge
 all contracts, orders, deeds, writings, and instruments of any kind
 which may be necessary in order more fully to effectuate and perform
 the foregoing premises.

BUSINESS LAW.

If to make and accept notes, etc.:—To accept any bill or bills of exchange, order or orders, make and execute any promissory note or notes, in my name and on my account, to and for any amount by him deemed necessary or expedient.

If to appear in suits:—To appear and plead for me before any courts or tribunals having jurisdiction of any suits or actions brought, or to be brought, against me by any person or persons whatsoever, and to allow and establish therein all requisites; to determine the same, and any question arising therefrom, by arbitration or otherwise, as he shall judge fitting and proper.

Power of Attorney to Receive Money on a Bond or Note.

KNOW ALL MEN BY THESE PRESENTS, that I, Frederick Gorton, of Camden, County of Wilcox, and State of Alabama, do make, constitute, and appoint Miles Standard of Nashville, County of Davidson, and State of Tennessee, my true and lawful attorney, for me and in my name, to ask, demand, and receive from James Lyons, of Philadelphia, County of Philadelphia, and State of Pennsylvania, the sum of — dollars, due unto me by virtue of a certain bond or obligation (or *promissory note*) bearing date the second day of March, A. D. 18—; and upon non-payment of the same, to use and take all lawful ways and means, in my name or otherwise, for the recovery of the same with interest, if any there be due, by attachment, bill, arrest, or otherwise.

In witness whereof, etc., (*as in foregoing*).

Power to Transfer Stock.

KNOW ALL MEN BY THESE PRESENTS, that I, Enoch West, of Warsaw, County of Barbour, and State of Mississippi, do make, constitute, and appoint Daniel Gurney, of New Orleans, State of Louisiana, my true and lawful attorney, for me and in my name and behalf, to transfer, assign, and set over unto Thomas Demond, of said New Orleans (or, *any other person or persons*), ten shares in the capital stock of the *Girard Bank*, in Philadelphia, State of Pennsylvania, standing in my name on the books of said *corporation*, and to do all necessary acts, and to make the necessary acquittances

and discharges to effect the premises; (add, if desired, *and I do further empower him to substitute any person or persons under him with like power*); hereby ratifying and confirming all my said attorney (*or his substitute, or substitutes, to be added, if desired,*) shall lawfully do by virtue hereof.—In witness whereof, etc.

Power to Receive Dividend.

KNOW ALL MEN BY THESE PRESENTS, that I, Emmons Tweed, of Albany, County of Albany, State of New York, do constitute and appoint Carlos Cook, of Charleston, South Carolina, to receive from the Cashier of the Appleton Bank (*or the Treasurer of ———*) of the city of Providence, State of Rhode Island, the dividend or dividends now due me, on all stock standing to my name on the books of the said Bank, and to receipt for the same; hereby ratifying and confirming all that by him may lawfully be done by virtue hereof in the premises.—Witness my hand, etc.

Power to Vote.

KNOW ALL MEN BY THESE PRESENTS, that I, John Hart, of Norristown, County of Montgomery, and State of Pennsylvania, do hereby make, constitute, and appoint Edward Ramsay, of said Norristown, my proxy, for me and in my name and behalf, to vote at any election for directors (*or whatever officers are necessary*) of the (*insert the style of the corporation,*) and on all other matters which at any regular meeting of the stockholders, (*or as the case may be,*) may properly come before them for their action.

In witness whereof, etc.

General Power of Substitution.

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING: Whereas Walter B. Mitchell, of Trenton, County of Mercer, and State of New Jersey, by a certain letter of attorney, dated the 18th day of September, A. D. 18—, did constitute, authorize, and appoint John C. Huckins, of Baltimore, County of Baltimore, and State of Maryland, to (*as in the original power*), as in and by the said letter of attorney hereunto annexed (*on record at, etc., as the case is*), reference being thereunto had, appears: Now KNOW YE, that I, the said

John C. Huckins, have made, appointed and substituted, and, by virtue of the power and authority to me given by the before-recited letter of attorney, do by these presents, make, appoint, and substitute Nathan Hyer, of Richmond, County of Richmond, and State of Virginia, to be the true and lawful attorney of the said Walter B. Mitchell, the constituent in the aforementioned letter of attorney, to do, execute, and perform all such acts, deeds, matters and things, as shall and may be necessary to be done and performed in order to effect the purposes and objects in the said letter of attorney contained, as fully and effectually, to all intents and purposes, as I myself might or could do, by virtue of the power and authority aforesaid, if myself personally present; hereby ratifying and confirming whatsoever my said substitute may lawfully do by virtue hereof.

In witness whereof, etc.

Letter of Revocation.

WHEREAS I, Walter B. Mitchell, of Trenton, County of Mercer, and State of New Jersey, did, on the 18th September, A. D. — by a certain instrument in writing, or letter of attorney, make and appoint John C. Huckins, of Baltimore, County of Baltimore, and State of Maryland, to be my true and lawful attorney, in my name and for my use, to (*here set forth what the attorney was authorized to do, precisely in the language of the original power,*) as by the same writing, reference thereto being had, will fully appear: Now, KNOW ALL MEN BY THESE PRESENTS, that I, the said Walter B. Mitchell, for a good cause and valuable consideration, have revoked, recalled, and made void, and by these presents do revoke, recall, and make void, to all intents and purposes, the said recited letter of attorney, and all powers or authorities therein granted, and all acts and things which shall, or may be done or performed by virtue thereof, in any manner whatsoever.

[*If another attorney is to be appointed, continue thus:—*“ And further know ye, that I, the said Walter B. Mitchell, do by these presents name, constitute, and appoint, and in my place and stead put and depute, Henry Holden, of St. Louis, State of Missouri, to be my true and lawful attorney, etc.,” or *as desired.*]

In witness whereof, etc.

Signature to a Deed executed by writing of Power of
Attorney.

IN WITNESS WHEREOF, the said Walter B. Mitchell hath hereunto set his hand and affixed his seal by John C. Huckins, his attorney in fact, duly thereto authorized by power of attorney, recorded in Book M., page 284, in the office for recording Deeds, in said County.

WALTER B. MITCHELL, [SEAL.]

By his attorney in fact,

JOHN C. HUCKINS, [SEAL.]

Acknowledgment of Same.

INDIANA COUNTY, ss :

Before me, the subscriber, one of the Justices of the Peace within and for the said County, personally came the abovenamed John C. Huckins, and in his own name and in the name of his constituent, the abovenamed Walter B. Mitchell, in due form of law acknowledged the foregoing indenture to be his own act and deed, and the act and deed of his constituent, the said Walter B. Mitchell, by him, the said John C. Huckins, done and executed by virtue of a power of attorney to him for that purpose granted: [to the end that the same might as such be recorded.]

In testimony whereof, etc.,

HAMMATT NORTON,
Justice of the Peace.

A AGREEMENTS



JUDGE HOOPEE'S RESIDENCE, WIL-
MINGTON, N. C., 1776.

THE legal name of an agreement is a contract; which is defined, an agreement upon sufficient consideration, to do, or not to do, a particular thing. If under seal, it is called a specialty; if not, an agreement by parol: the latter term including all agreements, both verbal and written, not under seal.

It is advisable in contracts to add a seal, as such are generally in law of a higher consideration. A written agreement can be more easily proved than a verbal one. A large proportion of lawsuits arise from a neglect to have agreements distinctly understood and clearly expressed.

A signature of initials or names with a lead-pencil is binding; so also a mark with a pen or lead-pencil, (especially if witnessed,) if a person cannot write his name.

Fraud entirely destroys all agreements; misrepresentations of important facts by one party entitle the other to refuse to be bound. When agreements are made for the sale of goods by sample, the goods delivered must correspond with the sample, or the buyer is not bound. An alteration in the date of an agreement destroys it.

When a person deposits in the post-office an acceptance of a proposition made through mail by another, the contract is thenceforth complete in law.

Six things are necessary to make an agreement complete : 1st, A person to contract ; 2d, A person to be contracted with ; 3d, A thing to be contracted for ; 4th, A lawful consideration ; 5th, Clear and explicit words to express the agreement ; and 6th, The assent of the contracting parties.

1, 2. Persons under the age of twenty-one years, married women, insane persons, idiots, and those grossly intoxicated, are not competent in law to make a contract ; except that the first class may contract for necessaries.

3. Agreements to do unlawful acts, or acts opposed to public policy, are absolutely void. Money lost at play cannot be sued for as a debt ; and if paid, it cannot be recovered back. The thing contracted for must be in existence and capable of being delivered substantially as agreed upon.

4. Agreements under seal import a valuable consideration, which need not be money. The test in law of a valuable consideration is, some benefit to the party making the promise, or some injury to the party to whom the promise is made. If a merely nominal consideration (as, for the consideration of *one dollar*, or the like) be mentioned in writing, it is a better plan to add the words, "and for other good and sufficient considerations," or their equivalent.

5. Too much precaution can scarcely be taken in all agreements for parties to express in plain and unambiguous language, exactly what they mean, and precisely as they mean it.

Verbal evidence is allowed to *explain*, but not to *vary*, or *change* a written agreement.

6. The assent must be mutual : both parties must understand the same thing in the same sense.

A contract is construed according to the laws of the place where it is made, or is to be performed. Where a contract is doubtful or ambiguous, the same rule obtains.

Where a contract is under seal, the release or discharge of the

same must be under seal; if it is required by law to be in writing, it cannot be dissolved by a subsequent agreement, merely verbal. When, however, it is not so required by law, the subsequent agreement may control it.

Nearly one hundred and seventy-five years ago, by an English statute, passed to prevent frauds and perjuries, it was, among other things, enacted, that no action should be brought whereby to charge any person upon any agreement not to be performed within the space of *one year* from the making of it, unless the agreement, or some note or memorandum of it, should be in writing and signed by the party sought to be charged, or his lawfully appointed agent; also, that no contract for the sale of any goods for the price of ten pounds sterling, or upward, should be held good, unless the buyer should accept part of the goods thus sold and actually receive the same, or give something as earnest to bind the bargain, or in part payment, or unless some note or memorandum in writing of such bargain should be made and signed by the parties to be charged by such agreement, or their agents.

As the provisions of this celebrated statute have been in substance adopted in every State of this Union, with the single exception of Louisiana—though the sum limited (ten pounds in the English statute) in the various States ranges from thirty to fifty dollars—great care should be exercised in the case of all contracts to be affected by it, that some *written memorandum* be signed by one or both of the parties, or that the *buyer accept part* of the goods sold, or give something as *earnest*, or *pay part* of the price.

General Form of Agreement.

THIS AGREEMENT, made the eleventh day of October, A. D. 18—, by and between Hanson Reed, of Stockton, County of Baldwin, and State of Alabama, of the first part, and George Cummings, of Marion, County of Bradley, and State of Arkansas, of the second part, witnesseth:—that the said Reed, in consideration of the cove-

nants on the part of the party of the second part hereinafter contained, doth covenant and agree to and with the said Cummings that [*here insert the agreement on the part of Reed*]; and the said Cummings, for and in consideration of the covenants on the part of the party of the first part, doth covenant and agree to and with the said Reed, that [*here insert the agreement on the part of Cummings*].

In witness whereof, we have hereunto interchangeably set our hands and seals, day and year first written.

Signed, sealed, and delivered }	HANSON REED,	[SEAL.]
in presence of }	GEORGE CUMMINGS,	[SEAL.]
CARROLL CHASE,		
MOSES MIOT.		

Agreement for Sale of Land.

ARTICLES OF AGREEMENT made and entered into the thirtieth day of March, in the year of our Lord, one thousand eight hundred and —, between Thomas Thompson of Milford, County of Kent, and State of Delaware, of the first part, and James Murray, of Burlington, County of Burlington, and State of New Jersey, of the other part, as follows, to wit:—

The said Thomas Thompson, for the consideration hereinafter mentioned, doth, for himself, his heirs, executors, and administrators, covenant, promise, and agree to and with the said James Murray, his heirs and assigns, by these presents, that he, the said Thomas Thompson, will, on or before the first day of July, one thousand eight hundred and —, at the proper cost and charges of him, the said Thompson, his heirs, and assigns, by good and lawful deed or deeds, fully and sufficiently grant, convey, and assure unto the said James Murray, his heirs and assigns, in fee simple, clear of all incumbrance [*or, whatever may be the agreement*] all that certain messuage or piece of land situate in Milford aforesaid, bounded and described as follows; [*describe the premises accurately by boundaries*].

In consideration whereof, the said James Murray, for himself, his heirs, executors, and administrators, doth covenant, promise, and agree, to and with the said Thomas Thompson, his heirs and assigns, by these presents, that the said James Murray, his heirs, executors, and administrators, shall and will well and truly pay, or cause to be paid

unto the said Thomas Thompson, his executors, administrators, or assigns, the sum of — dollars, in manner as follows, to wit:— [*state the terms of agreement as to payment, taking care to have some portion payable "on the execution of this agreement."*] And it is hereby declared and agreed by and between the parties hereto, that no deed or conveyance is to be required of, or executed by, the said Thomas Thompson until the said James Murray fully and completely complies with all and singular his covenants and promises touching and concerning the payment of the said several sums of money.

And for the true performance of all and singular the covenants and agreements aforesaid, each of the said parties bindeth himself, his heirs, executors and administrators, unto the other in the sum of — dollars, lawful money of the United States, to be taken as stipulated damages and not as a penalty.

In witness whereof the parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered }	THOMAS THOMPSON, [SEAL.]
in presence of }	JAMES MURRAY, [SEAL.]
RUFUS EMERSON,	
HOWARD KENT.	

Another Agreement for Sale of Land.

ARTICLES OF AGREEMENT entered into and concluded this fifteenth day of November, A. D. 18—, by and between Horace Holden, of Milledgeville, County of Baldwin, and State of Georgia, of the one part, and George Sawyer, of St. Augustine, County of St. John's, and State of Florida, of the other part, as follows, to wit :

The said Horace Holden agrees to sell to the said George Sawyer, all that messuage or piece of land situate and being in Springfield, County of Conway, and State of Arkansas, bounded and described as follows: [*describe the premises,*] together with the appurtenances, for the sum of — dollars; and will, on or before the first day of April next, on the receipt of the said sum of — dollars, at the cost and charge of the said George Sawyer, (or, *as the case may be,*) execute a sufficient conveyance thereof, with covenant of general warranty and against incumbrances, [*or, as the agreement is,*] to the said George Sawyer, his heirs and assigns; and the said Sawyer

agrees, that on the execution of such conveyance, he will, in consideration thereof, pay to the said Horace Holden, or his assigns, the said sum of — dollars.

And it is further agreed, that all taxes and expenses upon and attending the aforementioned premises shall, in the mean time, be borne and paid by the said Holden; and that the said Sawyer shall receive the rents and profits of the premises from this date to his own proper use.

And it is further agreed, that if the said conveyance shall not be executed, and the purchase-money paid on or before the said first day of April, then the said George Sawyer shall pay legal interest for the same from this date unto the said Horace Holden.

In witness whereof, [*as in the foregoing.*]

Signed, sealed and delivered }	HORACE HOLDEN, [SEAL.]
in presence of }	GEORGE SAWYER, [SEAL.]
HENRY HILL,	
JOHN JONES.	

Another Agreement for Sale of Land.

ARTICLES OF AGREEMENT made and entered into this twentieth day of December, A. D. 18—, between Rodney Rose, of the City and County of New York, and State of New York, of the first part, and Harold Harris, of the City of Cincinnati, County of Hamilton, and State of Ohio, of the second part, as follows, to wit: The said Rose agrees hereby with the said Harris, to sell to him that certain tract or piece of ground, situate [*describe the premises,*] for the sum of — dollars; and, that he the said Rose will, on the first day of March next, on receiving from the said Harris the said sum, at his own expense execute a proper conveyance of the aforesaid premises unto the said Rose, containing a warrant against all incumbrances, and the ordinary full covenants. And the said Harris agrees with the said Rose, that he, the said Harris, will, on the said first day of March next, upon the execution of such a conveyance, pay unto the said Rose the sum of — dollars aforesaid. And it is further agreed between the parties hereto, that the said Rose is to retain possession of the premises aforesaid, until the said first day of March next, receiving the rents and profits thereof, and bearing all expenses therewith connected; at which said time, and upon the

execution of the aforesaid conveyance, possession of the same is to be delivered to the said Harris.

And the parties hereunto do bind themselves, their heirs, executors and administrators, each unto the other, in the sum of — dollars, which they hereby agree upon as liquidated damages, to be paid by the party failing to comply with his covenants in this agreement contained.—In witness whereof, etc.

Signed, sealed and delivered }	RODNEY ROSE, [SEAL.]
in presence of }	HAROLD HARRIS, [SEAL.]
ELI JOHN,	
REUBEN RAND.	

Another Agreement for Sale of Land.

AGREEMENT made and entered into the fourth day of August, A. D. 18—, between William Wilson, of Chicago, County of Cook, and State of Illinois, and Michael Morris, of the Borough of Tamaqua, County of Schuylkill, and State of Pennsylvania, Witnesseth, that the said Wilson, in consideration of the sum of — dollars now paid, and the further sum of — - dollars to be paid when a deed is executed, doth grant, bargain and sell unto the said Morris, his heirs and assigns, all that piece of ground situate, etc., [*describe the premises,*] together with all and singular the appurtenances thereunto belonging, or in any wise appertaining.

And the said parties hereby bind themselves, their heirs, executors and administrators, for the performance of all and every part of the above agreement; as witness their hands and seals, day and year first above-written.

Signed, sealed and delivered }	WILLIAM WILSON, [SEAL.]
in presence of us, }	MICHAEL MORRIS, [SEAL.]
WILLIAM HART,	
CHARLES CHEW.	

Received, August 4th, A. D. 18—, of Michael Morris, — dollars, the first payment above-mentioned,

WILLIAM WILSON.

Agreement for Building a House.

ARTICLES OF AGREEMENT made and concluded the ninth day of May, one thousand eight hundred and —, between Francis Pearl, of Nashville, County of Davidson, and State of Tennessee, of the first part, and Heman Packard, of the same place, of the second part, as follows, viz.:

The said Francis Pearl, for the considerations hereinafter mentioned, doth, for himself, his heirs, executors and administrators, covenant with the said Heman Packard, his executors, administrators and assigns, that he, the said Pearl, shall and will, within the space of — next after the date hereof, in a good and workman-like manner, and according to the best of his knowledge and skill, well and substantially build, set up, and finish one house or messuage, on [*describing the location*] in such place as the said Packard shall direct at Nashville aforesaid, of the dimensions following, viz.: [*describe the house in full; if a plan be used, add afterward, according to the draft or plan hereto annexed,*] with such stone or brick, lumber and other materials, as the said Packard, or his assigns, shall provide and furnish for the same.

In consideration whereof, the said Heman Packard doth, for himself, his executors and administrators, covenant and promise with and to the said Francis Pearl, his executors, administrators and assigns, well and truly to pay, or cause to be paid, unto the said Francis Pearl, his executors, administrators and assigns, the sum of five thousand dollars, in manner following, to wit:—five hundred dollars, part thereof, at the beginning of the said work; one thousand dollars more thereof on the first day of July next; two thousand dollars more thereof on the fifteenth day of August next; and fifteen hundred dollars, in full for the said work, at the time the same shall be fully completed. [*Varying these terms according to the agreement.*]

And also, that he, the said Heman Packard, his executors, administrators and assigns, shall and will at his and their own proper expense, find and provide all the stone, brick, tile, timber, and other material necessary for the making and building of the said house.

And for the true and faithful performance of each and all of the covenants and agreements aforesaid, each of the said parties bindeth himself, his heirs, executors and administrators unto the other, his

executors, administrators and assigns, in the penal sum of — dollars, [or, "*in the sum of — dollars, to be taken as liquidated and stipulated damages,*"] firmly by these presents.

In witness whereof, we have hereunto set our hands and seals the day and year first above-written.

Sealed and delivered }
in presence of }

DANIEL DORMAN,
WILLIAM LYELL.

FRANCIS PEARL, [SEAL.]

HEMAN PACKARD, [SEAL.]

Agreement for Bricklayer's and Plasterer's Work.

MEMORANDUM OF AN AGREEMENT made this first day of May, A. D. 18—, between Harrison Hay, of the City of Philadelphia, County of Philadelphia, and State of Pennsylvania, of the one part, and Thomas Ewing, of the same City, of the other part, as follows: The said Harrison Hay, for the consideration hereinafter mentioned, doth covenant, promise and agree with, and to the said Thomas Ewing, that he, the said Hay, shall and will do and perform all the work belonging to the bricklayer and plasterer, in and about the erection and building of a certain house [*describing the location*] in a sufficient and workmanlike manner, at his own charge and expense, with the materials to be provided for that purpose by the said Ewing; that he will build the same with the thickness of walls, height or number of stories, and the number and kind of lights, chimneys and conveniences, together with the ornamental work in and about the said building as the said Ewing shall direct him, paying and discharging all the said workmen by him employed in and about the same; and, that he will completely finish all the work herein by him agreed and covenanted to be by him done and performed on or before the first day of October next.

And the said Thomas Ewing, for and in consideration of the true and faithful performance of the work to be done as aforesaid, doth agree and covenant to and with the said Hay, that he shall and will well and truly pay, or cause to be paid, unto the said Hay, for all such work, ornamental work excepted, to be by him done and performed in and about the building aforesaid, at and after the rate of — for every yard which said work shall measure, reckoning three feet square for every yard; and for all the said ornamental work to

be performed as aforesaid, the sum of — dollars in full; and the said Ewing will pay all the said money as follows, viz.: [*insert the terms*]. And it is further covenanted and agreed, by and between the parties hereunto, that each and all of the foregoing covenants and agreements are to apply to, and bind, the heirs, executors and administrators of the respective parties hereto.

In witness whereof, etc., (*as in foregoing.*)

Sealed and delivered }
in presence of }

ROBERT RAY,

KENNETH KITE.

HARRISON HAY, [SEAL.]

THOMAS EWING, [SEAL.]

Agreement to buy a Merchant's Stock, etc.

THIS AGREEMENT, made this eleventh day of September, A. D. 18—, by and between Edward Edmonds, of Greensboro, County of Guilford, and State of North Carolina, and Hammond North, of the said Guilford: Witnesseth, that, in consideration of the covenants on the part of the said North hereinafter contained, the said Edmonds doth hereby covenant and agree to and with the said North, that he will purchase of the said North all his stock of goods, wares and merchandise, now being and contained in his, the said North's store, in said Guilford, together with all the fixtures thereto belonging, an account of such goods, wares and merchandise being taken by the parties hereto in the presence of each other; and the said Edmonds agrees to pay for the same at the invoice price thereof; but, if any of the said goods be damaged, such damaged goods, together with the fixtures aforesaid, are to be appraised and valued by three disinterested persons, each party hereto selecting one, and the two so selected to select a third, and the said Edmonds agrees to pay for the same the price which the three appraisers aforesaid shall set thereon in their valuation and appraisal of the same; and, that within ten days after the value of said goods, wares, merchandise and fixtures can be ascertained as aforesaid, the said Edmonds is to pay the valuation thereof to the said North.

And the said Hammond North, in consideration of the foregoing covenants by the said Edmonds to and with him the said North made, covenants and agrees to and with the said Edmonds, that he, the said North, will sell to him, the said Edmonds, the said goods, wares and merchandise at the invoice price, and the fixtures and

such goods as may be damaged, at such price as the appraisers aforesaid may fix and determine; and to make, execute and deliver unto the said Edmonds a good and sufficient bill of sale and conveyance thereof, and to yield and deliver to him, the said Edmonds, quiet and peaceable possession thereof upon payment to him, the said North, by the said Edmonds, within the time before specified, of the invoiced and appraised value of the goods, wares, merchandise and fixtures aforesaid.—In witness whereof, etc.

Sealed and delivered }
in presence of us, }
LEVI MERRIAM,
ENOS DRAKE.

EDWARD EDMONDS, [SEAL.]
HAMMOND NORTH, [SEAL.]

[If desired, the form for appraising damaged goods can be made applicable to the entire stock.]

Agreement for the Sale of Grain.

IT IS AGREED this fourth day of June, A. D. 18—, by and between Luther Bell, of Chicago, County of Cook, and State of Illinois, and Frederick Stinson, of Pittsburg, County of Allegheny, and State of Pennsylvania, as follows: The said Stinson, in consideration of five hundred bushels of wheat, to him this day sold by the said Bell, and by the said Bell agreed to be delivered to him, the said Stinson, on or before the first day of October next, free of all charges, agrees to pay to the said Bell within one month after such delivery, the sum of three hundred and seventy-five dollars. And the said Bell, in consideration of the aforesaid agreement of the said Stinson, doth hereby agree to forward and deliver to the said Stinson, at Pittsburg aforesaid, free of all charge, the said five hundred bushels of wheat, so to him sold as aforesaid, hereby warranting the same to be good, clean and merchantable grain.

Witness our hands and seals, day and year first written.

Sealed and delivered }
in presence of }
EGBERT RICHTER,
JOHN DAVY.

LUTHER BELL, [SEAL.]
FREDERICK STINSON [SEAL.]

Agreement for a Sale of Coal.

MEMORANDUM. It is agreed by and between Darius Evarts, of Alexandria, County of Alexandria, and State of Virginia, and Caleb Barstow, of Reading, County of Berks, and State of Pennsylvania; that the said Evarts, in consideration of one hundred tons of Lehigh coal, sold to him this day by the said Barstow, and by him agreed to be delivered to the said Evarts, at Alexandria aforesaid, free of all charges and expenses whatsoever, on or before the first day of November next, shall pay unto the said Barstow within three months after such delivery, the sum of five hundred dollars, in funds bankable in the City of Philadelphia.

And the said Barstow, in consideration of the foregoing agreement of the said Evarts, promises and agrees on or before the first day of November next, at his own expense, to forward and deliver to the said Evarts, at Alexandria aforesaid, the said one hundred tons of Lehigh coal, so to him sold as aforesaid, and hereby warrants the same to be in good order and condition for use, free from slate, stones and impurities.

Witness our hands and seals, this first day of July, A. D. 18—.

Sealed and delivered }	DARIUS EVARTS, [SEAL.]
in presence of, }	CALEB BARSTOW, [SEAL.]
LEWIS CRESS,	
JACOB HIGH.	

Agreement for Lease of House.

IT IS AGREED this fifteenth day of January, A. D. 18—, between Ephraim Erben, of Natehez, County of Adams, and State of Mississippi, of the one part, and Elihu Gibson, of Natehez aforesaid, of the other part, as follows: The said Ephraim Erben doth agree to let unto the said Gibson, all that certain lot of ground with the house thereon, being and situate [*here describe the premises*] for one year from the first of February next, and for such longer time after the expiration of the said year as both the said parties shall agree, and until the end of three months after notice shall be given by either of the said parties, to the other of them, for leasing the said premises, at and for the yearly rent of four hundred dollars, payable quarterly on the first days of May, August, November and

February, in equal portions; which said yearly rent, payable quarterly as aforesaid, the said Elihu Gibson, for himself, his executors and administrators, doth hereby covenant and agree to pay to the said Ephraim Erben, his executors, administrators and assigns, accordingly, for so long a time as he shall hold and enjoy the said premises as aforesaid, and until the end of the said three months next after notice shall have been given by either of the above parties to the other, for leasing the said premises as aforesaid.

Witness our hands and seals, day and year first above written.

Signed, sealed and delivered }	EPHRAIM ERBEN, [SEAL.]
in presence of us, }	ELIHU GIBSON, [SEAL.]
JOSEPH CLOSE,	
BARCLAY THOMAS.	

Agreement to be Signed by Auctioneer, after Sale by Auction.

I HEREBY ACKNOWLEDGE that Charles Harrison has been this day declared the highest bidder for and purchaser of (*describe the real estate*) at the sum of one thousand dollars; and, that he has paid into my hand the sum of one hundred dollars as a deposit, and in part payment of the purchase money; and I hereby agree that the vendor shall in all respects fulfill the conditions of sale hereunto annexed, (*adding the conditions.*)

Witness my hand and seal at Columbus, this third day of May,	
A. D. 18—,	HEPWORTH ROLLINS, [SEAL.]
	<i>Auctioneer.</i>

Agreement to be Signed by Purchaser after the Sale by Auction.

I HEREBY ACKNOWLEDGE that I have this day purchased at public auction all that, (*describing the property*), for the sum of one thousand dollars; and have paid into the hands of Hepworth Rollins, the sum of one hundred dollars as a deposit, and in part payment of the said purchase money; and I hereby agree to pay the remaining sum of nine hundred dollars unto Henry Dickson, at Columbus, on or before the eighth day of May, A. D. 18—; and, in all other respects, on my part, to fulfill the annexed conditions of sale.

Witness my hand and seal, at Columbus, this third day of May,	
A. D. 18—,	CHARLES HARRISON, [SEAL.]
(<i>Here add the conditions of sale.</i>)	

Agreement with a Clerk or Salesman, for Services.

IT IS AGREED, this first day of April, A. D. 18—, between Alexander Morrison and Charles Bruen, both of the City of Charleston, and State of South Carolina, in manner following, to wit :

The said Bruen covenants and agrees, faithfully and diligently to serve and act as the clerk, or salesman, of the said Morrison in his store in said Charleston, from the day of the date hereof, for and during the space of one year, if both parties shall so long live, without absenting himself from the same ; during which time he, the said Bruen, will in the store of the said Morrison, faithfully, honestly and diligently attend, doing and performing all matters pertaining to his duties as clerk or salesman aforesaid, and in all respects complying with the request and desire of the said Morrison, relative to the discharge of such duties.

In consideration of which services so to be performed by the said Bruen, he, the said Morrison, covenants and agrees to allow and pay to the said Bruen, the yearly sum of one thousand dollars, by four equal quarterly payments, or oftener, if required ; provided, nevertheless, that payment for all time during which the said Bruen may be absent from the store of the said Morrison, is to be deducted from the sum, otherwise by this agreement due from, and payable by, the said Morrison to the said Bruen.

Witness our hands and seals, day and year first written.

Signed, sealed and delivered }	ALEXANDER MORRISON, [SEAL.]
in presence of us, }	CHARLES BRUEN, [SEAL.]
NATHAN HOPPER,	
CHESTER LAMBERT.	

Agreement for Renewal of a Policy of Insurance.

[To be endorsed upon the Policy.]

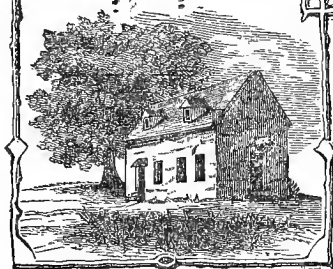
BY AGREEMENT of the parties, the within policy is renewed for three years from the period within-mentioned for its expiration, upon the terms and considerations within-mentioned.

This renewal expires on the first day of January, A. D. 18—.

Sealed with the seal of the Corporation, this first day of January, A. D. 18—.

[SEAL.]

ARBITRATIONS.



THE OLD COUNCIL TREE, NEAR
CHARLESTON, S. C.

AN ARBITRATION is the reference and submission of a matter in dispute to the decision of one or more persons as arbitrators. Their findings are called *Awards*.

Arbitrations are either voluntary or compulsory; the former being made by mutual consent;

the latter, where either party, under the statutes of a particular State, has a right to compel a reference of matters in controversy, without the consent of the other.

Cases pending in Court are frequently referred to arbitrators, by order of Court.

An award made upon a verbal submission to arbitration, cannot be enforced by suit at law; a written submission authorizes the entry of judgment in pursuance with the award; but all submissions, whether verbal or written, may be revoked by either party at any time before the award is reduced to writing; and in such case, the party revoking is liable to the other for all costs and damages in submitting, and for all costs of the arbitration as far as it may have proceeded at the time of revocation.

An award, to be binding, must embrace every matter submitted,

must be reasonable, legal, capable of being executed, and decisive.

A verbal award may follow a verbal submission, unless there be an agreement that it be in writing.

An agreement to pay a specified sum, as stipulated damages for not abiding by an award, is valid, and can be enforced at law.

In those States which have controlled arbitrations by special statutes, the provisions of such statutes must, of course, be followed.

General Submission to Arbitration.

WHEREAS, differences have for a long time existed, and are now existing and pending, between Newton Hastings, of Lockport, County of Niagara, and State of New York, and Daniel Goodwin, of the same place, in relation to divers and sundry matters of controversy and dispute: Now, therefore, we, the undersigned Newton Hastings and Daniel Goodwin aforesaid, do hereby mutually covenant and agree to and with each other, that Chauncey Cook, Everett Hart, and James Shuster, of said Lockport, or any two of them, shall arbitrate, award, and determine of and concerning all and all manner of action and actions, cause and causes of actions, suits, controversies, claims, and demands whatsoever, now pending, existing, or held, by and between us, the parties aforesaid; and we do further mutually covenant and agree, to and with each other, that the award to be made by the said arbitrators, or any two of them, shall in all things by us, and each of us, be well and faithfully kept and observed; *provided*, however, that the award aforesaid be made in writing, under the hands of the said Chauncey Cook, Everett Hart, and James Shuster, or any two of them, and ready to be delivered to the said parties in difference, or to such of them as shall desire the same, on the first day of December, A. D. 18—.

Witness our hands and seals, this tenth day of October, A. D. 18—.

Signed, sealed and delivered }
in presence of }
ERNEST FREEMAN,
ADOLPH SCHWARTZ.

NEWTON HASTINGS, [SEAL.]
DANIEL GOODWIN, [SEAL.]

[*If it is intended to have a judgment entered in the foregoing award, add as follows:—*“ And it is hereby further agreed by and between the said parties, that judgment in the Supreme Court of the State of New York (or *as the case may be*), may be entered upon such award, to the end that all matters in controversy between them in that behalf shall be finally concluded.”]

Common Arbitration Bond.

KNOW ALL MEN BY THESE PRESENTS, that I, Newton Hastings, of Lockport, County of Niagara, and State of New York, am held and firmly bound to Daniel Goodwin, of the same place, in the sum of one thousand dollars, good and lawful money of the United States, to be paid to the said Goodwin, his executors, administrators, or assigns; for which payment well and truly to be made, I bind myself, my heirs, executors, and administrators, firmly by these presents.

Sealed with my seal, and dated the 14th day of October, A. D. 18—.

The condition of this obligation is such, that if the above bounden Newton Hastings, his heirs, executors, and administrators, shall and do, in all things, well and truly abide by, perform and fulfill in all things the award, decision, and final determination of Chauncey Cook, Everett Hart, and James Shuster, appointed and named on the part and behalf of the said Newton Hastings, as well as the said Daniel Goodwin, to arbitrate, award, order, and determine of and concerning all, and all manner of action and actions, cause and causes of actions, suits, controversies, claims and demands whatsoever, now pending, existing, or held by and between said parties, so that the said award be made in writing under the hands of the said Chauncey Cook, Everett Hart, and James Shuster, or any two of them, and ready to be delivered to the parties in difference, or to such of them as shall desire the same, on or before the first day of December, A. D. 18—; then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and delivered }
in presence of }

NEWTON HASTINGS, [SEAL.]

RUDOLPH SHAFFER,

AUGUSTUS POPE.

[*Each should sign a copy of the foregoing bond, and deliver it to the other.*]

Award by Arbitrators.

TO ALL TO WHOM THESE PRESENTS SHALL COME, OR MAY CONCERN :
 —Send greeting, Chauncey Cook, Everett Hart, and James Shuster, to whom were submitted as arbitrators, the matters in controversy existing between Newton Hastings, of Lockport, County of Niagara, and State of New York, and Daniel Goodwin, of the same place, as by their submission in writing, dated the fourteenth day of October, A. D. 18—, more fully appears; Now, therefore know ye, that we, the arbitrators mentioned in said submission, having first been duly sworn according to law, and having heard the proofs and allegations of the parties, and examined the matters in controversy by them submitted, do make this award in writing, that is to say :

[Here insert the conclusions of the arbitrators as to all the matters submitted for their decision.]

And we do further award, adjudge, and decree, that the said Newton Hastings and Daniel Goodwin shall, and do, within ten days next ensuing the date hereof, seal and execute unto each other, mutual and general releases of all actions, cause and causes of actions, suits, controversies, and demands whatsoever, for, or by reason of, any matter, cause or thing, from the beginning of the world down to the date of the said submission.

In witness whereof we have hereto subscribed these presents, this twentieth day of November, A. D. 18—.

Signed, sealed and delivered }	CHAUNCEY COOK, [SEAL.]
in the presence of }	EVERETT HART, [SEAL.]
SAMUEL ROOD,	JAMES SHUSTER, [SEAL.]
ABRAM WINGALL.	

 Mutual Release on an Award.

KNOW ALL MEN BY THESE PRESENTS, that I, Newton Hastings, of Lockport, County of Niagara, and State of New York, for and in consideration of the sum of one dollar to me in hand paid by Daniel Goodwin, of the same place, and in pursuance of an award made by Chauncey Cook, Everett Hart, and James Shuster, arbitrators between us, the said Newton Hastings and Daniel Goodwin, and bearing date the twentieth day of November, A. D. 18—, do hereby release and forever discharge the said Daniel Goodwin, his heirs, executors, and administrators, of and from all actions, cause and

causes of actions, suits, controversies, claims and demands whatsoever, for, or by reason of, any matter, cause, or thing, from the beginning of the world down to the fourteenth day of October, A. D. 18—.

In witness whereof, I have hereunto set my hand and seal, this twenty-eighth day of November, A. D. 18—.

Executed in the presence } NEWTON HASTINGS, [SEAL.]
of }

WINSLOW WORTH,

ALFRED ALLEN.

[A like release to be executed by the other party.]

Form of Revocation.

To CHAUNCEY COOK, EVERETT HART, AND JAMES SHUSTER:—

Take notice, that I do hereby revoke your powers as arbitrators under the submission made to you by Daniel Goodwin and myself, in writing, on the fourteenth day of October, A. D. 18—.

Witness my hand and seal, this eighteenth day of October, A. D. 18—.

Witnesses:

NEWTON HASTINGS, [SEAL.]

BENJAMIN DALLAS,

CRAWFORD CAMPBELL.

Special Submission.

WHEREAS a controversy is now pending between John R. Adams, of the City of Lowell, County of Middlesex, and Commonwealth of Massachusetts, and Dayton Conrad, of Woodstock, County of Windsor, and State of Vermont, in relation to the price to be paid by the said John R. Adams unto the said Dayton Conrad, for the labor and services by him, the said Conrad, in the behalf, and for the interest of the said Adams, performed and rendered, at the special instance and request of the said Adams, in the contracting for, procuring, collecting and purchasing certain quantities of wool for the said Adams, and forwarding the same to him, in and during the period of three months, to wit: from the sixth day of April, A. D. 18—, to the sixth day of July, A. D. 18—; also in relation to the necessary charges and expenses by him, the said Conrad, incurred

and sustained, for and in behalf of the said Adams, in regard to said contracting for, procuring, collecting, purchasing, forwarding, during the time aforesaid: Now, therefore, we, the undersigned John R. Adams and Dayton Conrad, aforesaid, do hereby submit the said controversy and all matters therewith connected, to the arbitrament of Ignatius Tyler, Aaron Hemans, and Franklin Stearns, all of said Lowell, or any two of them; and we do mutually covenant and agree, to and with each other, that the award to be made by the said arbitrators, or any two of them, shall, in all things, by us, and each of us, be well and faithfully kept and observed; *provided*, however, that the said award be made in writing, under the hands of the said Ignatius Tyler, Aaron Hemans, and Franklin Stearns, or any two of them, and ready to be delivered to the said parties in difference, or to such of them as shall desire the same, on the first day of September next; and it is hereby further agreed by and between the said parties, that judgment in pursuance of the award so rendered, may be entered in the Court of Common Pleas, within and for the County of Middlesex aforesaid, to the end that all matters now in controversy between them in that behalf shall be finally determined.

Witness our hands and seals, this thirteenth day of July, A. D. 18—.

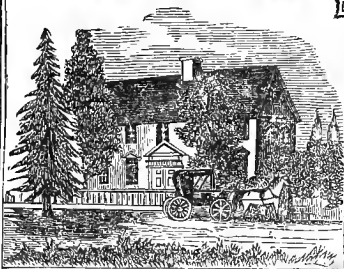
Executed in the presence }
of }

JOHN R. ADAMS, [SEAL.]
DAYTON CONRAD, [SEAL.]

JONAS COBURN,
GEORGE HOLDEN.

[*The bond should be adapted to the special submission.*]

ASSIGNMENTS.



GOVERNOR TRUMBULL'S HOUSE
AT LEBANON, CT., 1778.

AN ASSIGNMENT, in its general acceptance, is the transfer of any kind of property, whether real or personal; but it is more properly applicable to a transfer of some particular interest in lands.

The person making the assignment is called the *as-*

signor; he, to whom it is made, the *assignee*.

All assignments of land should be acknowledged and recorded, as in the case of conveyances.

In order to render an assignment of a policy of insurance valid, it must be made to one having possession of the premises or thing insured at the time, and be allowed by the insurers. If an assignment be made after loss, and without consent of the insurers, the assignee, although in possession before the loss, cannot recover.

An assignment of a bond or book-account may be effected by a simple delivery of the evidence of debt for valuable consideration, thereby giving an assignee permission to sue for the same in the name of the assignor. As this assignment, however, gives the assignee no better title than the assignor had, it is always prudent

to give the debtor notice of the proposed assignment, that it may be ascertained whether he has any defense to the claim.

In some of the States, assignees are allowed by statute to sue in their own name, when the bond is for payment of money, and drawn to order or assigns, and the assignment is in writing under seal, and executed in the presence of two or more credible witnesses.

The proper words to constitute an assignment are, "assign, transfer, and set over."

[Assignments by debtors to creditors, will be treated under the head of INSOLVENTS.]

Assignment of a Deed.

KNOW ALL MEN BY THESE PRESENTS, that Thomas Ferguson, the grantee within-named, and Eunice his wife, for and in consideration of the sum of one hundred dollars, to them in hand paid by Andrew Adams, of Covington, County of Kenton, and State of Kentucky, at and before the ensealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained, sold, assigned and set over unto the said Andrew Adams, his heirs and assigns, all that the within messuage, tenement, and tract of land (*describing it*), containing twenty acres, more or less, being the same premises which Isaac Ingalls, by the within-written indenture, dated the fourth day of March, A. D. 18—, and recorded in, etc., granted and conveyed unto the said Thomas Ferguson, his heirs and assigns; [or, *as the case may be*,] together with all and singular the rights, members and appurtenances whatsoever thereunto belonging, or in any wise appertaining; and the reversions, remainders, rents, issues and profits thereof; to have and to hold the said messuage, tenement or tract of land, hereby granted and assigned, with the appurtenances, unto the said Andrew Adams, his heirs and assigns, to his and their only proper use and behoof forever. And the said Thomas Ferguson and his heirs, shall and will warrant and forever defend by these presents, the said hereby granted and assigned premises with the appurtenances, unto the said Andrew Adams, his heirs and assigns, against the said Thomas Ferguson and his heirs, and against all and every other person or persons whatsoever, lawfully claiming, or to claim, by, from, or under, him, them, or any of them.

In witness whereof the said parties have hereunto set their hands and seals this nineteenth day of January, in the year of our Lord one thousand eight hundred and —.

Signed, sealed and delivered }	THOMAS FERGUSON, [SEAL.]
in presence of }	EUNICE FERGUSON, [SEAL.]
DARIUS EGAN,	
CAMPBELL TUCKER.	

Assignment of a Bond and Mortgage.

KNOW ALL MEN BY THESE PRESENTS, that, whereas Luther Bradish, of Staunton, County of Augusta, and State of Virginia, is held and firmly bound unto Minor Mills, of the said Staunton, by bond and mortgage, in the penal sum of ten thousand dollars; which said mortgage, dated the first day of April, A. D. 18—, and recorded the fifth day of April, A. D. 18—, in, etc., [*as the case is*], bound certain premises, which the said Luther Bradish therein granted to the said Minor Mills, to wit: All that [*describing premises*,] and also, all the premises particularly described and set forth in said mortgage; being the same premises which James Rolfe, by indenture bearing date the third day of October, A. D. 18—, recorded in, etc., granted and conveyed unto the said Luther Bradish in fee: Now this indenture witnesseth, that the said Minor Mills, for and in consideration of the sum of four thousand dollars unto him, at and before the ensembling and delivery thereof, by William Waugh, of Richmond, County of Richmond, and State of Virginia, well and truly paid, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, assigned, transferred and set over, and by these presents doth grant, bargain, sell, assign, transfer and set over, unto the said William Waugh, his heirs, executors, administrators and assigns, the aforesaid bond and mortgage of the said Luther Bradish, and the messuage or tenement, and lot or piece of ground, and the premises therein described and granted; together with the appurtenances, and all the estate, right, title, interest, property, claim and demand whatsoever of him, the said Minor Mills, in law, equity, or otherwise howsoever, of, in, and to, the same: To have and to hold all and singular the premises hereby granted and assigned, and mentioned, or intended so to be, with the appurtenances, and the bond accompanying the said mortgage, unto the said William Waugh, his heirs, executors, administrators and assigns, to and for his and their sole

use and behoof forever, without recourse to the said Minor Mills in any event whatever; subject, nevertheless, to the right and equity of redemption vested in the said Luther Bradish, the mortgagor, and his heirs.

In witness whereof the said Minor Mills, hath hereunto set his hand and seal this second day of June, A. D. 18—.

Signed, sealed and delivered }	MINOR MILLS, [SEAL.]
in presence of }	
ROBERT RALEIGH,	
CUTHBERT CASS.	

Assignment of a Mortgage.

KNOW ALL MEN BY THESE PRESENTS, that I, Francis Freed, the mortgagee within-named, for and in consideration of the sum of five hundred dollars, to me in hand paid by George Going, of Springfield, County of Green, and State of Missouri, at and before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, assigned and set over, and by these presents do grant, bargain, sell, assign and set over, unto the said George Going, his heirs and assigns, the within-named indenture of mortgage, and all that messuage, with the appurtenances therein mentioned and described, together with the rights, members and appurtenances thereunto belonging, and all my estate, right, title and interest therein; to have and to hold all and singular the premises hereby granted and assigned, unto the said George Going, his heirs and assigns, forever; subject, nevertheless, to the right and equity of redemption of the within-named Henry Huston, [*the mortgagor*], his heirs and assigns in the same.

In witness whereof, etc., (*as in the foregoing.*)

Signed, sealed and delivered }	FRANCIS FREED, [SEAL.]
in presence of }	
ROSS ROSE,	
TILLY HAINS.	

Assignment of a Lease.

KNOW ALL MEN BY THESE PRESENTS, that I, the within-named John Green, for and in consideration of the sum of fifty dollars, to me in hand paid by Freeman Fay, of Lebanon, County of Wilson,

and State of Tennessee, at and before the ensealing and delivery hereof, the receipt whereof I do hereby acknowledge, have granted, assigned and set over, and by these presents do grant, assign and set over, unto the said Freeman Fay, his executors, administrators and assigns, the within indenture of lease, and all the messuage therein described, with the appurtenances; and also all my estate, right, title, term of years yet to come, claim and demand whatsoever, of, in, to, or out of the same; to have and to hold the said messuage and appurtenances unto the said Freeman Fay, his executors, administrators and assigns, for the remainder of the within-mentioned term, under the rents and covenants within reserved and contained, on my part and behalf to be done, kept and performed.

In witness whereof, etc.

Signed, sealed and delivered }
in presence of }
JOHN MCCALL,
CHARLES EPPING.

JOHN GREEN, [SEAL.]

General Form of an Assignment, to be Endorsed upon any Instrument.

KNOW ALL MEN BY THESE PRESENTS, that I, the within-named Theodore Tracy, in consideration of the sum of one hundred dollars, to me paid by Charles Beal, have assigned, transferred and set over, unto the said Charles Beal and his assigns, all my interest to and in the within-written instrument, and every clause, article, or thing therein contained; and I do hereby constitute the said Beal my attorney, in my name, but to his own use, and at his own risk and costs, to take all legal measures which may be necessary for the full recovery and enjoyment of the assigned premises, with power of substitution.

In witness whereof, etc.

Executed and delivered }
in presence of }
GAINS GALT,
JOSIAH JOHNS.

THEODORE TRACY, [SEAL.]

Assignment of a Debt.

KNOW ALL MEN BY THESE PRESENTS, that I, Joseph Barr, of Hastings, County of Barry, and State of Michigan, in consideration of one hundred dollars, to me in hand paid by Enoch Emery, of the

same place, the receipt whereof I hereby acknowledge, have assigned, transferred and set over unto the said Emery, a certain debt due and owing to me from Simeon Small, of Quincy, County of Adams, and State of Iowa, for (*here state the nature of the debt*), amounting to one hundred and fifty dollars; hereby authorizing the said Emery, in my name or otherwise, but at his own cost, to sue for, collect, receive, sell, transfer, settle or discharge the said debt. And I do covenant to and with the said Emery, that the said sum of one hundred and fifty dollars is justly due and owing to me from the said Simeon Small, and, that I have neither done, nor will do, any thing to diminish or discharge the said debt, or hinder the said Emery, or his assigns, from collecting the same.—In witness whereof, etc.

Executed and delivered }	JOSEPH BARR, [SEAL]
in presence of }	
HENRY HALL,	
TIMOTHY PEARCE.	

Declaration to accompany Above.

I, SIMEON SMALL, of Quincy, County of Adams, and State of Iowa, do hereby declare that I have no claim or off-set to make to the payment of a certain debt due and owing by me to Joseph Barr, of Hastings, County of Barry, and State of Michigan, for [*stating its nature*], amounting to one hundred and fifty dollars; but, that the whole of the said sum of money [with interest from July 1st, A. D. 18—,] remains unpaid and owing by me. SIMEON SMALL.

Witness, G. C. ABBOTT.

Another Form for Assignment of a Debt

KNOW ALL MEN BY THESE PRESENTS, that I, Tracy Trask, of Belvidere, County of Warren, and State of New Jersey in consideration of the sum of five hundred dollars, now justly due and owing by me to Walter Wallace, of the same place, and for the better securing the payment of the same to the said Walter Wallace, have bargained, sold, assigned and transferred to him, all that debt or sum of eight hundred dollars, now due and owing to me from Henry Case, of the City and County of Philadelphia, in the State of Pennsylvania, for goods sold and delivered by me to the said Henry Case, or his order, before the day of the date hereof; and all my right, title,

and interest, claim and demand, of, in and to, the said debt or sum of eight hundred dollars, or any part thereof; to hold to the said Walter Wallace, his executors, administrators and assigns, from henceforth, to his and their sole use and behoof forever.

In witness whereof, etc.

Signed, sealed and delivered }
in presence of }

TRACY TRASK, [SEAL.]

HEMAN HUNT,

DAVID DAVIS.

Assignment of a Claim for Money due on Account, Collectable at Law in the name of the Assignor for the use of the Assignee.

KNOW ALL MEN BY THESE PRESENTS, that I, Elwood Conrad, of Cumberland, County of Alleghany, and State of Maryland, in consideration of the sum of one hundred dollars, to me in hand paid by John Milton, of Cumberland aforesaid, do hereby assign and set over unto the said John Milton, to his own proper use, without any account to be given for the same, the sum of three hundred dollars, and any and all other sum or sums of money that are remaining due and payable upon and by reason of the annexed account of moneys due me by Harrison Holt, of the City and County of Baltimore, State aforesaid, and all my right, title, interest and demand, to and in the same; and do give and grant unto the said John Milton, full power and authority to demand and receive the same to his own use, and upon receipt thereof, or of any part, to give discharges for the same. And I, the said Elwood Conrad, do hereby covenant and agree to and with the said John Milton, that the said sum of three hundred dollars is justly due and owing; and, that I have not received or discharged the same, or any part thereof.

In witness whereof, etc.,

Signed, sealed and delivered }
in presence of }

ELWOOD CONRAD, [SEAL.]

JOSEPH JEKYL,

CHARLES CARROLL.

Assignment of a Judgment.

KNOW ALL MEN BY THESE PRESENTS, that I, Nathan Nathans, of Hamilton, County of Butler, and State of Ohio, in consideration of the sum of four hundred dollars, to me in hand paid by Matthew

Martin, of Hamilton aforesaid, have assigned, transferred and set over, and do by these presents assign, transfer and set over unto the said Matthew Martin, his executors, administrators and assigns, a certain judgment by me recovered in the Court of Common Pleas, within and for said County of Butler, at September Term last, against Bellamy Bates, of said Hamilton, for the sum of three hundred and eighty dollars debt or damages, and the sum of thirty dollars cost of suit, together with all benefits and advantages accruing thereto, or to be obtained thereby. And I do hereby grant him, the said Matthew Martin, his executors, administrators and assigns, full power to recover the same to his, or their own use.

In witness whereof, etc.

Signed, sealed and delivered }	NATHAN NATHANS, [SEAL.]
in presence of }	
MARSTON CARY,	
EBER SANBORN.	

Assignment of a Bond, Assignor being Liable.

FOR VALUE RECEIVED, I do assign and set over the within obligation, and all moneys due thereon, unto Samuel Hapgood, his executors, administrators and assigns, hereby guaranteeing the payment thereof, in case of default being made by the within-named Stephen Hopkins.

Witness my hand and seal this first day of August, A. D. 18—.

Signed, sealed and delivered }	EUGENE ERWIN, [SEAL.]
in presence of }	
THOMAS TORREY,	
HEBER GRISWOLD.	

Form for Same, Assignor not Liable.

FOR VALUE RECEIVED, I do hereby assign and set over the within obligation, and all moneys due thereon, unto Adolphus Ellis, his executors, administrators and assigns, not holding myself liable for the payment of the same; the losses, if any, and the recovery thereof to be wholly at the risk of the said Adolphus Ellis.—Witness, etc

Signed, sealed and delivered }	EZRA REEVES, [SEAL.]
in presence of }	
REUBEN HOWARD,	
HORACE SHATTUCK.	

Assignment of Policy of Insurance.

HAVING sold and conveyed the premises within mentioned to Amos Abbott, of Beverly, County of Essex, and State of Massachusetts, his heirs and assigns forever, I do hereby, for and in consideration of the sum of one dollar, to me in hand paid by the said Abbott, assign and transfer the within policy of insurance to him, his executors, administrators and assigns. The said Amos Abbott, by subscribing this assignment, makes himself responsible for all the covenants to which I have bound myself by the within policy.

Witness our hands and seals, etc.

Signed, sealed and delivered }	JOHNSON EAMES, [SEAL.]
in presence of }	AMOS ABBOTT, [SEAL.]
HERBERT HASTINGS,	
JUDAH JARVIS.	

Assignment of Shares in a Company.

FOR VALUE RECEIVED, I, Moses Morris, of Green Bay, County of Brown, and State of Wisconsin, assign the whole of my right, title and interest of, in and to twelve shares in the Michigan Central Railroad Company, of Michigan, to Leander Gorton, of Minneapolis, County of Hennepin, and State of Minnesota, and constitute him, his assigns and substitutes, my attorney and attorneys, with full power to execute, in his or their name or names, certificates for the said shares; hereby obliging myself, at his or their request, to do all necessary matters and things for the more effectual transfer of said shares to him or them.—Witness my hand, etc.,

MOSES MORRIS, [SEAL.]

Acknowledged before me, a Notary Public for the State of Michigan, this fifth day of May, A. D. 18—.

FRANKLIN DOE, *Notary Public.*

Assignment of a Seaman's Wages.

KNOW ALL MEN BY THESE PRESENTS, that I, John Thomas, of Bath, County of Sagadahoc, and State of Maine, for and in consideration of the sum of one hundred dollars, in which I am justly indebted to Lewis Harlan, of the same place, have assigned, sold, transferred and set over, and do hereby by these presents, assign, sell, transfer and set over, unto the said Lewis Harlan, all such sum or sums of

money as are now due and owing to me, the said John Thomas, for wages or services on board the ship called "The Flying Cloud," from the master or owner of said vessel, as mariner on her voyage from Shanghai to the port of New York, which has recently terminated. And I do hereby constitute the said Lewis Harlan my attorney irrevocable, with full power in my name, but at his own charge, to prosecute, recover, receive and give discharges for the same. And I, the said John Thomas, do hereby covenant and agree, to and with the said Lewis Harlan, that I have never released or discharged, and that I will not release or discharge, the claim or demand arising and accruing as aforesaid. Witness my hand, etc.,

Signed, sealed and delivered }	JOHN THOMAS, [SEAL.]
in presence of }	
BENJAMIN STOKES,	
RICHARD RITER.	

Assignment of Dower by the Heir.

THIS INDENTURE, made the first day of May, in the year one thousand eight hundred and —, between Reuel Silliman, of Asheville, County of Buncombe, and State of North Carolina, son and heir of Thompson Silliman, late of said Asheville, of the one part, and Eleanor Silliman, widow and relict of the said Thompson Silliman, of the other part: Whereas, the said Thompson Silliman was in his lifetime, and at the time of his death, seized in his demesne as of fee of and in divers lands and tenements in said Asheville, which, upon the decease of the said Thompson Silliman, descended unto the said Reuel Silliman: Now, this indenture witnesseth, that the said Reuel Silliman, hath endowed and assigned, and by these presents doth endow and assign, unto the said Eleanor Silliman, the third part of the said lands and tenements, to wit:—All that messuage, etc., (*describing premises*); to have and to hold unto the said Eleanor Silliman, for and during her natural life, in severalty, by metes and bounds, in the name of the dower, and in recompense and satisfaction of all the dower which the said Eleanor Silliman ought to have, of or in the said lands and tenements which were of the said Thompson Silliman in his lifetime. In witness whereof, etc.,

Signed, sealed and delivered }	REUEL SILLIMAN, [SEAL.]
in presence of, etc., }	ELEANOR SILLIMAN, [SEAL.]

Bills of Sale.



OLD STONE HOUSE, RICHMOND, VIRGINIA.
FIRST DWELLING ERECTED THERE.

A BILL OF SALE is an agreement in writing under seal, by which a person conveys the right or interest he has in goods and chattels.

Where the property is duly delivered to the purchaser, a bill of sale produces a change of ownership; but it is not generally

considered as good against creditors, when the property is allowed to remain in the possession of the original owner.

In some of the States, however, a bill of sale is sufficient to pass a title to personal property, even against creditors of the seller, provided it be made for a good consideration, and free from taint of fraud.

A bill of sale, executed in fraud of creditors, is absolutely void.

Short Form of Bill of Sale.

KNOW ALL MEN BY THESE PRESENTS, that I, William Eaton, of Brunswick, County of Cumberland, and State of Maine, in consideration of two hundred dollars, to me paid by Charles Dennis, of the same place, have bargained and sold to the said Dennis, the

following goods and chattels, to wit : one gray horse, one wagon, and three cows.

In witness whereof I have hereunto set my hand and seal, this fourth day of June, A. D. 18--.

Signed, sealed and delivered }	WILLIAM EATON, [SEAL.]
in presence of }	
TOBIAS SMOLLETT,	
RODERIC RANDOM.	

Bill of Sale of Goods.

KNOW ALL MEN BY THESE PRESENTS, that I, Morton Moses, of Athens, County of Henderson, and State of Texas, for and in consideration of the sum of one hundred dollars to me in hand paid by Noble Norton, of the same place, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have bargained, sold, and delivered, and by these presents do bargain, sell, and deliver unto the said Noble Norton (*insert a list of the goods sold*) : To have and to hold the said goods unto the said Noble Norton, his executors, administrators and assigns, to his and their sole use and behoof, forever. And I, the said Morton Moses, for myself, my executors and administrators, will warrant and defend the said bargained premises unto the said Noble Norton, his executors, administrators, and assigns, from and against all persons whomsoever. In witness whereof, etc.

Signed, sealed and delivered }	MORTON MOSES, [SEAL.]
in presence of }	
RALPH RAYMOND,	
ERWIN DAY.	

Bill of Sale of Household Goods, etc.

KNOW ALL MEN BY THESE PRESENTS, that I, Silas Loomis, of Vermillionville, parish of Lafayette, and State of Louisiana, in consideration of the sum of one thousand dollars, to me in hand paid by Calvin Clark, of the same place, at and before the ensembling and delivery hereof, the receipt whereof I do hereby acknowledge, have bargained, sold, released, granted and confirmed, and by these presents do bargain, sell, release, grant and confirm unto the said Calvin Clark, all the stock, goods, household stuff, implements of household, and all

other goods and chattels whatsoever, mentioned and expressed in the schedule hereunto annexed, now remaining and being in the house lately occupied by me in said Lafayette, and upon the plantation on which said dwelling-house stands; to have and to hold all and singular the said stock, goods and chattels, and every of them, by these presents bargained, sold, released, granted, and confirmed, unto the said Calvin Clark, his heirs, executors, administrators and assigns, to his and their only proper use and behoof, forever.

In witness whereof, etc.

Signed, sealed, and delivered }
in presence of

SILAS LOOMIS, [SEAL.]

PETER POWERS,

DAVID WELSH.

[*A schedule setting forth each article sold and signed by the seller, must be annexed to the above.*]

*If the foregoing conveyance be in consideration of maintenance and support, add to the above, after "use and behoof forever," the following:—*And the said Calvin Clark, in consideration of the premises, doth hereby, for himself, his heirs, executors and administrators, covenant and agree, to and with the said Silas Loomis, his executors and administrators, that he, the said Calvin Clark, his executors and administrators, shall and will, at his and their cost and charges, maintain and keep the said Silas Loomis, during his natural life, with good and sufficient meat, drink, and wearing apparel, washing, and lodging, at his, the said Calvin Clark's own dwelling-house, and also that the said Calvin Clark, his executors and administrators, shall pay and allow unto the said Silas Loomis, yearly and every year during his natural life, the sum of fifty dollars for spending money; the said several sums of money aforesaid to be paid to the said Silas Loomis, in four equal quarterly payments, to be computed from this day.

Signed, sealed and delivered, etc., (*as above.*)

Bill of Sale of a Horse, with Warranty.

KNOW ALL MEN BY THESE PRESENTS, that I, Ernest Harwood, of Plymouth, County of Plymouth, and State of Massachusetts, for

and in consideration of the sum of one hundred and twenty-five dollars to me in hand paid by Charles Doten, of the same place, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have bargained, sold and delivered, and by these presents do bargain, sell and deliver unto the said Charles Doten (*here describe the horse fully*): To have and to hold the same, unto the said Charles Doten, his executors, administrators and assigns, forever.

And I do hereby warrant the said horse to be sound in every respect, to be free from vice, well broken, kind and gentle in single and in double harness, and under the saddle; and I do covenant for myself, my heirs, executors and administrators, with the said Charles Doten, to warrant and defend the sale of the said horse unto the said Charles Doten, his executors, administrators, and assigns, from and against all and every person or persons, whomsoever, lawfully claiming, or to claim the same. In witness whereof, etc.

Signed, sealed and delivered }	ERNEST HARWOOD, [SEAL.]
in presence of }	
WALLACE BOYDEN,	
LLOYD JOSLYN.	

Agreement of Sale.

MEMORANDUM of an agreement made between Willard Aiken, of the town of Lee, County of Berkshire, and State of Massachusetts, paper manufacturer, of the first part, and Daniel Holland, of Springfield, County of Hampden, State aforesaid, printer, of the second part.

The said Willard Aiken, for the consideration hereinafter set forth, doth hereby agree to deliver to the said Daniel Holland, at his printing-office, No. 138 Main street, (so called), in said Springfield, from time to time, as the same may be required, by the said Daniel Holland, two thousand reams of Chicopee Mills Printing Paper, weighing sixty-two pounds to the ream, and equal to a sample exhibited and hereto annexed, marked "W. A."; the whole of said paper to be delivered before the first day of March next.

In consideration whereof, the said Daniel Holland hereby agrees to pay to the said Willard Aiken, eight dollars per ream, for each and every ream so delivered, in good bankable notes at sixty days, to be given at the delivery of every five hundred reams; the said

Daniel Holland reserving to himself the right to return any paper delivered by the said Willard Aiken, at the expense of the said Aiken, which shall prove inferior to the sample hereto annexed.

Witness the said parties at Springfield aforesaid, this first day of November, A. D. 18—,

Witnesses: FREDERICK HOTTON,
WILHELM MEISTER.

WILLARD AIKEN, [SEAL.]
DANIEL HOLLAND, [SEAL.]

A Bill of Sale of Slaves.

\$4000.

Murfreesboro, Tenn.

RECEIVED of Thomas R. Jackson, four thousand dollars, being in full for the purchase of four negro slaves, named Tom, Dick, Joe, and Dallas; the two former are black, and about thirty years of age; the two latter are yellow, of good size, and about twenty years of age. The right and title to and in said slaves we warrant and defend against the claims of all persons whatsoever; and likewise warrant them healthy, sensible, sound, and slaves for life.

As witness our hands and seals, this fifteenth day of December, A. D. 18—,

TRASK & Co., [SEAL.]

Attest: SHUBAEL WILLIAMS,
HENRY GROSVENOR.

Another Form.

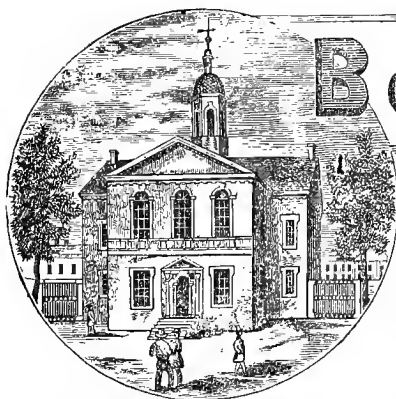
I HAVE this day sold, and do hereby convey to William H. Ewing, his heirs and assigns forever, for seven hundred dollars to me paid, a man slave, named Sam. I warrant the title to said slave to the said William H. Ewing, his heirs and assigns, against the lawful claims of all persons; and also warrant him to be sound, healthy, sensible, and a slave for life.

Witness my hand and seal at Montgomery, this first day of November, A. D. 18—.

STACY CALVERT, [SEAL.]

Witnesses: RICHARD CAMPBELL,
ENOCH CATRON.

[The above, or similar forms, are in general use throughout the Southern States, except in Louisiana; in which State the provisions of the civil law there obtaining, require more extended and prolix formality.]



BONDS.

A **BOND**, OR OBLIGATION, is a deed whereby the maker (called the *obligor*,) obliges himself, his heirs, executors, and administrators, to pay a certain sum of money to another (called the *obligee*,) at an appointed day. Such a

CARPENTERS' HALL, PHILADELPHIA: WHERE THE CONTINENTAL CONGRESS HELD ITS FIRST SESSION.

bond is called a single

bond. A condition is, however, generally added, that if the obligor performs some particular act, the obligation shall be void; otherwise it shall remain in full force and virtue.

The penalty in a bond is usually double the amount of the real debt, for the purpose of securing the full debt with interest, and costs, if necessary.

Whenever a specified sum is agreed upon by the parties *for stipulated*, or *liquidated damages*, in the event of a failure to comply with the conditions of a bond, such specific sum is the amount which the party in fault is to pay.

All that can be recovered of a *penalty* in a bond, in addition to the amount of the debt, is interest and costs; and, as the general inclination of Courts is to regard the sum mentioned as a penalty,

care must be exercised to state distinctly and unmistakably the fact, that the sum agreed upon is in the nature of stipulated or liquidated damages, if the whole sum mentioned is intended as a forfeiture in case of failure.

If the obligation of a bond be possible at the time of making it, but afterward becomes impossible by the act of God, the penalty is saved.

By the statutes of some States a bond may be transferred by endorsement under hand and seal, in the presence of two witnesses; and the assignee is then allowed to bring suit in his own name.

The assignee of a bond, however, takes it at his own risk. He is in precisely the same position as the original obligee; and if, at the time of assignment, the obligor had any set-off or other claim against the obligee, the assignee is compelled to allow the same. In case the assignee, previous to taking the assignment, ask the obligor if the whole amount is due, and he tell him that it is a good bond, saying nothing about any claim of his own against it, the obligor is liable for the whole amount to the assignee.

Where several payments are due at different times on one bond, if the obligor fail in any one payment, the obligee can recover judgment for the whole of the real debt, with stay of execution (in States where stay is allowable,) on the several payments, till such payment becomes due, according to the tenor of the bond.

A surety is not liable on a bond given by another and himself to a partnership, for advances made by such firm to the principal, after the withdrawal or death of one of the partners. Bonds, given as securities to partners, are not valid after any change in the partnership.

A bond is not generally affected by the Statute of Limitations, it being good, if so originally, for the period of twenty years.

Common Form of Bond.

KNOW ALL MEN BY THESE PRESENTS, that I, Henry Arnold, of Oxford, County of Benton, and State of Alabama, am held and firmly bound unto Josiah Fielding, of the same place, in the sum of three thousand dollars, lawful money of the United States, to be paid to the said Josiah Fielding, his certain attorney, executors, administrators, or assigns; to which payment well and truly to be made, I do bind myself, my heirs, executors and administrators, firmly by these presents: sealed with my seal, and dated this first day of February, A. D. one thousand eight hundred and —.

The condition of this obligation is such, that if the above-bounden Henry Arnold, his heirs, executors, administrators, or any of them, shall and do well and truly pay, or cause to be paid, unto the afore-said Josiah Fielding, his executors, administrators, or assigns, the full and just sum of fifteen hundred dollars, lawful money, as afore-said, with legal interest for the same, on or before the first day of July next, without fraud or further delay, then this obligation to be void and of none effect; otherwise to be and remain in full force and virtue.

Signed, sealed and delivered }
in presence of }

HENRY ARNOLD, [SEAL.]

JOHN SOMERS,

SAMUEL DAY.

Judgment Bond.

*If a judgment bond be desired, add to the above, after the condition, as follows:—*And further, I do hereby empower any attorney of any of the Courts of Record, of this State, or elsewhere, to appear for me, and after one or more declarations filed for the above penalty, thereupon to confess judgment, or judgments, against me, as of the then last, next, or any subsequent term, with release of errors, costs of suit, etc.

Bond of Indemnity to Bail.

*Proceed as before to the condition: afterward thus:—*Whereas, the abovenamed Josiah Fielding, at the special instance and request of the above-bound Henry Arnold, together with the said Henry Arnold and Thomas Ford, of Benton aforesaid, is bound to Emmett

Carroll, sheriff (or *as the officer is,*) of the county of Benton aforesaid, in the penal sum of two thousand dollars, lawful money of the United States, conditioned for the appearance of the said Henry Arnold, before the Judges of the Circuit Court at Jacksonville, within and for the said County, on the first Monday of March next, to answer Dallas Bolton in a plea (*as the bail-bond recites*) as by the said in part recited bond or obligation and condition, thereunder written, may more fully appear :

Now the condition of this obligation is such, that if the above-bound Henry Arnold do and shall appear according to the condition of the said bond or obligation, and as the law in such cases requires ; and if the said Henry Arnold, his heirs, executors, and administrators, shall also from time to time, and at all times hereafter, save harmless and indemnify him, the said Josiah Fielding, his executors and administrators, and his and their goods, chattels, lands and tenements, of and from all damages, sum and sums of money, costs and charges whatsoever, which he, they, or any of them shall or may, at any time or times hereafter, sustain or be put into, by means or reason of the said Josiah Fielding being bound for the appearance of the said Henry Arnold as aforesaid, then this obligation to be void ; otherwise to be and remain in full force and virtue.

Signed, etc., (*as before.*)

HENRY ARNOLD, [SEAL.]

[*Forms are appended for various conditions: the introductory part remains as in "Common Form."*]

Condition for the Performance of Covenants.

THE condition of this obligation is such, that if the above-bound Henry Arnold, his heirs, executors, or administrators, shall and do in all things, well and truly observe, perform, fulfill and keep all and singular the covenants, grants, conditions, and agreements contained in a certain indenture of lease, of even date herewith, made and executed between the said Arnold of the one part, and the said Fielding of the other part, which are, or ought to be observed, performed, fulfilled, and kept by, and on the part of, the said Henry Arnold, according to the true intent and meaning of the same, then this obligation to be void, otherwise to remain in full force and virtue.

To Execute a Conveyance.

THE condition of this obligation is such, that if the above-bound Henry Arnold shall and do, on or before the eighth day of June, A. D. 18—, or, in case of his decease prior to that time (if the heir or heirs of the said Arnold, within six months after his decease if such heir or heirs shall then be of full age; or if within age, then within six months after such heir or heirs shall become of full age) shall and do, upon the request and at the proper cost and charges of the said Josiah Fielding, his heirs or assigns, make, execute and acknowledge, or cause to be made, executed, and acknowledged, all and every such deed or deeds, conveyance or conveyances whatsoever, which shall be requisite or necessary for conveying, assuring or confirming unto the said Fielding, his heirs and assigns, an absolute and indefeasible estate of inheritance in fee simple, free from all incumbrances, of and in a certain messuage, situated in the said Oxford, bounded and described as follows, to wit: (*describing the premises by boundaries*) with the appurtenances; and if, in the mean time, and until the said deed or deeds shall be executed, the said Arnold, his heirs and assigns, shall and do suffer and allow the said Fielding, his heirs and assigns, peaceably and quietly to hold and enjoy the messuage aforesaid; then this obligation to be void, otherwise to be and remain in full force and virtue.

To Keep a Person During Life.

THE condition of this obligation is such, that, whereas the above-bound Henry Arnold, for and in consideration of a sufficient sum of money, as well as the sum of one dollar to him in hand paid by the abovenamed Josiah Fielding, has agreed and undertaken to keep and maintain him, the said Fielding, during the term of his natural life; if, therefore, the said Arnold, his executors, administrators, or assigns, do and shall, from time to time, and all times hereafter, during the life of the said Fielding, him, the said Fielding, well and sufficiently maintain and keep, or cause that the same be done, in the house of him, the said Arnold, with meat, drink, clothes, and all other things necessary and convenient for the said Fielding; then this obligation to be void, otherwise to be and remain in full force and virtue

Of the Treasurer of a Company.

WHEREAS, the above-bounden Henry Arnold has been chosen Treasurer of the Nashville and Chattanooga Railroad Company, and by reason thereof will receive into his hands divers sums of money, goods, chattels and other things, the property of the said Company: Now, therefore, the condition of this obligation is such, that if the said Henry Arnold, his executors or administrators, at the expiration of the term of his said office, shall, upon request to him or them made, make and give unto such auditor or auditors, or other officers, as shall thereto be appointed by the said Company, a true and correct account of all such sums of money, goods, chattels and other things, as have come into his possession, by virtue of his office as Treasurer aforesaid, and shall and do pay over and deliver to his successor in the aforesaid office, or any other person duly authorized to receive the same, all such balances or sums of money, goods, chattels, and other things which shall remain on his hands and be by him due to the said Company; then this obligation to be void, otherwise to be and remain in full force and virtue.

To Indemnify Lessee on Payment of Rent.

THE condition of this obligation is such, that, whereas the above-bound Henry Arnold, by indenture of lease bearing date even herewith, hath demised and to farm let unto the said Josiah Fielding, all that certain messuage or tract of land (*describing it*), to hold the same to the said Fielding for the term of three years, he, the said Fielding, yielding and paying therefor the sum of four hundred dollars, in equal quarterly payments for such and every year of the term aforesaid, as in and by the said indenture appears: and whereas a certain William Norris claims title to the premises aforesaid with the appurtenances; now, therefore, if the said Arnold shall and do, from time to time, indemnify and save harmless the said Fielding, his heirs, executors, and administrators, and his and their goods, chattels, lands and tenements, of and from all actions, suits, costs, charges, payments, and damages, for or by reason thereof; then this obligation to be void, otherwise to be and remain in full force and virtue,

Of a Bond of Indemnity to Discharge Encumbrances.

THE condition of this obligation is such, that, whereas, the above-bound Henry Arnold, by indenture bearing even date herewith, hath granted, bargained and sold unto the said Josiah Fielding, a certain messuage or piece of land, situate (*describing as in the deed,*) with the appurtenances; and whereas the said piece of land is subject to the lien of a mortgage made by the said Arnold to Emmons Haley, of said Oxford, and recorded in the office for recording Deeds in said County of Benton, in Mortgage Book M., page 364, conditioned for the payment by the said Arnold, his heirs, executors, and administrators, unto the said Haley, his heirs and assigns, of the sum of five hundred dollars, on or before the fifth day of May next, together with interest upon the same, as by a reference to said deed of mortgage will more fully appear; Now, therefore, if the said Arnold do and shall, on or before the said first day of May, pay the said sum of five hundred dollars, together with interest and costs, if any, in full, and procure full and complete satisfaction of said mortgage to be entered of record in said office, and do and shall, from time to time, and at all times hereafter, well and sufficiently indemnify and save harmless the said Fielding, his heirs, executors, and administrators, of and from the said mortgage, and of and from all suits, payments, costs, charges, and damages, for or by reason thereof; then this obligation to be void and of none effect, otherwise to remain in full force and virtue.

If a bond be given for the payment of a sum of money with interest, and it is intended that, if the interest be not paid within a certain time after it is due, the whole sum in the bond shall become due, add, after the condition, the following:

And it is hereby expressly agreed, that should any default be made in the payment of the said interest, or of any part thereof, on any day whereon the same becomes due and payable as above declared, and said default continue for the space of thirty (or *as desired*) days, then, after the lapse of said thirty days, the aforesaid principal sum of (*as in the bond*) dollars, together with all arrearages of interest thereon, shall, at the option of the said (the *obligee*) his executors, administrators, and assigns, become and be due and payable immediately thereafter, though the period limited above, for

the payment thereof, may not then have expired, any thing hereinbefore contained to the contrary notwithstanding.

Warrant of Attorney to Confess Judgment on a Bond.

TO ANY ATTORNEY of the Circuit Court within and for the County of Benton, and State of Alabama, or of any other court elsewhere:—

WHEREAS I, Henry Arnold, of Oxford, in said county, by a certain obligation bearing even date herewith, do stand firmly bound and held unto Josiah Fielding, of the same place, in the penal sum of three thousand dollars, conditioned for the payment of fifteen hundred dollars; these are to desire and authorize you, or any of you, on the request of the said Josiah Fielding, or his executors, administrators, or assigns, or either of them, to appear for me, my executors or administrators, in the said court, or elsewhere, in any action of debt there or elsewhere brought, or to be brought, on the said obligation, against me, my executors or administrators, at the suit of the said Fielding, his executors, administrators, or assigns, and to confess judgment thereupon, as of the then last, next, or any subsequent term of the said court, or any other court there or elsewhere to be held, against me, my executors or administrators, for the said sum of fifteen hundred dollars, debt, besides costs of suits, by *non sum informatus, nil dicit*, or otherwise, as to you shall seem correct, with full and complete release of errors, imperfections, misprisions, etc.

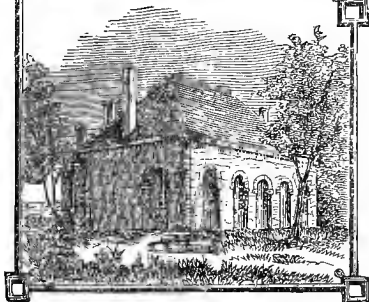
In witness whereof, I have hereunto set my hand and seal, this first day of February, A. D. 18—.

Signed, sealed, and delivered }
in presence of

HENRY ARNOLD, [SEAL.]

ROBERT GRESON,
NATHAN GORE.

Collection of Debts.



OLD COURT HOUSE, HANOVER, VIRGINIA,
ERECTED ABOUT 1740.

As the Statutes regulating the collection of debts in the different States, vary greatly, the following summary of the laws of each State relative to the same will be found serviceable.

It is believed that it presents the legislation of each State, up to the time of the publication of this volume, in a correct and compact form.

ALABAMA.—A debtor about to abscond, or fraudulently dispose of his property, or who has fraudulently contracted the debt, may be arrested on the affidavit of the creditor. Where the debtor is not a resident, or absconds, or secretes himself or his property, an attachment may issue to enforce the collection of a debt, whether it be fully matured or not. Non-residents must give security for costs before commencing suit. Judgments are not liens upon real estate; but it, in common with personal property in any county of the State, is bound by executions only from the time of their delivery to the sheriff of the county where the property is situated.

The legal rate of interest is eight per cent. The principal only can be collected in case of usury.

ARKANSAS.—No person can be arrested for debt, except in case of fraud. The property of a debtor, who is not a resident, or who absconds, or secretes himself, may be taken in attachment.

Judgments and decrees of the Supreme Court are liens upon real estate, from the time of filing a transcript thereof in the Circuit Court of the county in which suit was commenced. Judgments and decrees of the Circuit Courts are liens on real estate, lying in the county where the debtor resides and where suit is brought, from the time that they are rendered, continuing for three years, and capable of being revived by *scire facias*. After obtaining a judgment, the defendant, by giving a bond, may postpone payment for nearly a year.

Legal rate of interest, six per cent. ; but by contract it may be as high as ten per cent. Usurious contracts are void.

CALIFORNIA.—A debtor may be arrested for fraud, embezzlement, or removal with intent to defraud ; but he is at liberty to demand a trial immediately, and, if it be not had within three hours, except in case another action is pending, he is discharged. Attachments may issue against any property of a debtor for an obligation founded on contracts for payment of money within the State, whether such contracts were made in the State or not, if it is not secured on real or personal property.

Parties may contract in writing for any rate of interest not exceeding eighteen per cent. ; but, in the absence of any such contract, ten per cent. is allowable on money due on bond, bill, promissory note, or other instrument of writing, on judgments of any courts within the State, or money loaned, or money due in settlement of accounts from the time the balance is ascertained, and for money received to the use of another.

CONNECTICUT.—A creditor may have process of attachment and execution against the body of a debtor in the following cases :—If he is guilty of fraud in contracting the debt, or removes, conceals, assigns, or conveys away his property to prevent its being taken by legal process ; if he refuses to pay any debt admitted by him, or upon which a legal judgment has been obtained, when he has sufficient property to satisfy the same, concealed or withheld to avoid process.

or refuses to disclose what property he may have subject to foreign attachment. The real and personal estate of a debtor may be attached on mesne process; and attachments on executions issue against the personal property, or, if there be none, against the real estate, or the person of the debtor, when not exempt from imprisonment on the execution in the suit. He may be released, upon taking the poor debtor's oath that he does not possess property to the amount of seventeen dollars. No execution can be levied on the body of a debtor in any action founded upon contract, except in actions on promises to marry, or for misconduct or neglect in any official or professional employment, or for money collected by a public officer, or one acting in a position of trust.

Legal rate of interest is six per cent.; in case of usurious contracts, the principal can be recovered without interest; any interest which has been paid being applied to reduce the principal.

DELAWARE.—Any free white citizen can be arrested for a debt over fifty dollars, not yet due, upon affidavit of the creditor that such debtor is about to leave the State, or to remove his property, and has refused to give security for the debt. Attachments issue from a Justice of the Peace, upon affidavit that the debtor, owing any sum not exceeding one hundred dollars, has absconded, conceals himself, is not a resident, or is about to remove, with intent to defraud his creditors. After a process has issued against a person, and return is made thereon that he cannot be found, a writ of domestic attachment may issue, upon affidavit that the person owes the deponent over fifty dollars, and has absconded or left the State, with intent to defraud his creditors; the attaching creditor is entitled to a share double that of each of the remaining creditors who shall prove their claim, so that the same do not exceed his debt. A writ of foreign attachment issues against one who is not a resident, after return of process to that effect, or an affidavit that he resides out of the State, and is justly owing more than fifty dollars; the attaching creditor having exclusively the advantage gained thereby. Executions bind all personal property within the bailiwick that is levied upon within sixty days after their delivery to the officer. An execution may issue against the body when it appears, by the return to the *fi. fa.*, that he has no property within the

county, and upon affidavit that he has no property, according to the belief of the deponent, that he owes him more than fifty dollars, and is believed by him to have secreted, conveyed away, or disposed of property of a value above fifty dollars fraudulently, detailing the alleged fraudulent transactions. Executions may be stayed for six months on judgments recovered at the first term, on entering security. Judgments are liens upon real estate from the time of the rendering of the verdict, or of their entry.

Legal rate of interest, six per cent. ; whoever takes usury, forfeits a sum equal to the amount loaned, one-half to the State, and the other to the prosecutor.

DISTRICT OF COLUMBIA.—No person can be arrested in any civil suit, or imprisoned for any debt except corporation fines, and then for not more than ninety days for each offense. If a debtor abscond or secrete himself so that process cannot be served on him, the creditor, or his agent, may make oath to the debt and obtain an attachment against all the debtor's real and personal property, excepting some specified household implements and necessities for subsistence. Judgments are liens upon real estate, but do not bind personal property until execution is placed in the hands of the officer.

All contracts for more than six per cent. interest are void ; every person charging or taking more, forfeits treble the amount lent—one-half to the United States, the other to the prosecutor.

FLORIDA.—There is no arrest upon civil process, or imprisonment for debt. When a debtor absconds, or secretes himself or his property, or is actually removing out of the State, or is not a resident, or fraudulently disposes of his property, attachment may issue, upon affidavit, binding real and personal estate for debts already due, or to become due within the ensuing nine months. Judgments are liens upon real estate after they are rendered and recorded in the county where such estate lies. Execution may be stayed till the next term by affidavit of debtor, questioning the lawfulness of it, and by his giving security in double the amount of the execution. Real estate taken in execution must be sold to the highest bidder after one month's advertisement.

Interest is eight per cent. by agreement ; if no rate is specified, then six per cent. Usury is punishable by indictment and loss of all the interest.

GEORGIA.—If a creditor, either upon the commencement of a suit, or during its continuance, make affidavit that he has reason to apprehend the loss of the debt specified by him as due, unless the debtor be held to bail, such debtor may be arrested; judgment not to be rendered till the maturity of the debt. The debtor can be released from imprisonment by taking the benefit of the Honest Debtors' Act, viz.: filing a schedule of all his property, giving his creditors notice, and taking the required oath.

Attachment issues, where a debtor is non-resident, absconds, or conceals himself, whether the debt is due or not, against his estate or interest in a partnership; the judgment in such attachment reaching only the property attached. Judgments bind all property owned at the time of their being rendered. After judgment, execution may be stayed for sixty days, by giving bond with approved security. After such stay, execution issues against both principal and surety in such bond, returnable in six months. An execution on a judgment cannot issue, unless the plaintiff make affidavit that defendant has property to the best of his belief, and points out the same for levy.

Open accounts bear no interest. The security or indorser upon any note is released from all liability on the same, unless the party holding the same commence suit upon it within three months after notice to that effect given him by such security or endorser.

Legal rate of interest seven per cent.; party reserving more, forfeits the entire interest.

ILLINOIS.—No imprisonment for debt, except when the debtor refuses to give up his real estate for the benefit of creditors, or when fraud is strongly suspected. A debtor refusing to surrender his property to satisfy an execution, may be arrested for debt on execution, upon affidavit of the creditor.

If the creditor, in any action to be commenced on any contract, judgment, or specialty, make affidavit that the amount due is in danger of being lost, he may hold the debtor to bail by writ.

The Circuit Court of a county may issue attachments against debtors not resident, or absconding, etc., for any sum exceeding twenty dollars. Plaintiffs who are not residents, must first give bonds for costs.

Judgments in the County Circuit Courts, are a lien upon real estate in the county wherein they are recovered for seven years from and after the first day of the term at which they are obtained, provided that execution be issued upon such judgments within one year. Executions are liens upon personal property from the time they are received by the sheriff. The real estate must first be exhausted, on a sale by virtue of an execution, before proceeding to the personal property. The land so sold is redeemable by the judgment creditor or debtor, within fifteen months, upon payment of the principal and ten per cent. interest. After two years, any judgment creditor may have it again exposed to sale; and if it is sold for more than bid at the previous sale, together with costs and interest, it is still subject to redemption for a further period of three months. Real estate, in such cases, is sold to the highest bidder, without appraisalment. The purchaser takes a certificate of purchase from the sheriff, and, if the land be not redeemed as above, within the specified time, he then obtains a deed. Certificates of purchase are assignable by endorsement.

Interest is six per cent. where no other rate is mentioned; for money loaned, it may range as high as ten per cent. In suit upon a note or obligation, in absence of proof that it was given for money loaned, six per cent. is allowed.

INDIANA.—If a plaintiff seek to recover a debt or damages, and he, or his agent, make affidavit, to be filed with the clerk of the proper Court, that such debt or damages is or are justly due from the defendant to him, and that he believes the defendant is about to leave the State, taking with him property liable to execution, or money or effects which should be applied in satisfaction of his debt, with intent to defraud him; the action may be commenced by arrest. Attachments may issue against the real and personal property of a debtor, upon affidavit that he has left the State, or is about to do so secretly, with intent to defraud his creditors or avoid the service of process; or that he keeps himself concealed, so that process cannot be served upon him, fraudulently and to delay his creditors. No attachment, however, can issue against a debtor, so long as his wife and family remain actually settled within the county where he usually resided before his absence; provided such absence be not for

more than a year, and no attempt be made to conceal his absence, and also that he is not secretly conveying, removing, or transferring his property, to evade paying his debts.

In the case of a failing or absconding debtor, all creditors who file their claims at any time before final judgment, share rateably. Upon judgments for eighty dollars and upward, there is a uniform stay of six months, upon the defendant's giving good security; on judgments for less sums, the stay is proportioned to the sum. Property taken in execution cannot be sold for less than two-thirds of its appraised value, where the judgment was obtained upon an open account, or upon paper, unless the clause were inserted, "without any relief whatever from valuation or appraisement laws."

Legal rate of interest is six per cent. ; usurious interest, if paid, is recoverable back within one year, with ten per cent. damages.

IOWA.—By a provision in the Constitution, there can be no imprisonment for debt, except in case of fraud. A judgment creditor may procure an order for the arrest and imprisonment of a debtor until he fully answers, or discloses property, which he unjustly refuses to apply to the satisfaction of the judgment.

In actions to recover money, the property of the debtor may be attached, upon affidavit that he is not a resident, or absconds, or is removing with intent to defraud, or refuses to give up property in payment of a security for the demand. If the demand is not based upon contract, an attachment may be allowed by a Judge, which will run into any county where property of the debtor can be found. Property may be attached before a debt has become due, if nothing but time be wanting to fix the indebtedness absolutely.

In actions upon any note, or other evidence of debt, it is not necessary to prove the execution or assignment of the same, unless there be a specific denial under oath.

There is a stay of execution on all judgments, on the debtor's entering good and sufficient security on the record of the proper court, as follows:—on a sum not exceeding five dollars, twenty days; over five and not exceeding fifteen dollars, thirty days; over fifteen and not exceeding twenty-five dollars, forty days; over twenty-five and not exceeding forty dollars, sixty days; and upon all sums not over fifty dollars, not more than ninety days. These

provisions extend to decrees upon the foreclosure of mortgages. If, at the expiration of the stay, the judgment be not fully paid, execution may issue at once upon a judgment to be entered up against both principal and surety. Executions (*if from the District Court, running into any Courts,*) may be entered at any time within five years from the entry of judgment.

Legal rate of interest, in absence of special contract, six per cent.; by agreement, not exceeding ten per cent. Illegal interest is recoverable back. Judgments bear the same rate of interest as the original contracts upon which they are based, not to exceed ten per cent. If any greater per cent. has been contracted for, there is a forfeiture of ten per cent. per year, to the school fund of the county in which suit is brought, and the plaintiff recovers only the principal sum without interest or costs.

KENTUCKY.—A debtor may be arrested, by filing with the clerk of the proper Circuit Court an affidavit, stating the kind and amount of the claim, that it is just, and, that the debtor fraudulently intends a removal or concealment of himself, or property, and giving bond for damages, if any accrue. From this arrest the debtor may be discharged by filing a just and true inventory of his property, and then taking the oath of an insolvent debtor. Attachments may issue from the same court, without regard to the amount of the claim, if affidavit be filed, specifying the amount and justice of the debt, and, that the debtor is not a resident, or has been absent from the State for four months, or that he has removed or concealed, or is about to remove or conceal, his property, with fraudulent intent.

Suit must be brought against the maker of an assigned note at the first court after its maturity, or the assignors are discharged from all liability. A defendant may replevy an execution for three months, by giving a bond with good security; if this be not paid, a second execution issues, which cannot be stayed. As, however, the first execution is made returnable in sixty days, the debtor generally gets the sixty days before he replevies, and, as the last execution affords him sixty days more, seven months delay after judgment before satisfaction is customary.

The legal rate of interest is six per cent.; any usurious excess is void.

LOUISIANA.—Creditors commencing suit who are not residents, must give security for costs. No judgment notes are recognized. No person not a resident can be arrested for debt, except where such debtor has absconded from another State. No debtor can be arrested after judgment, to compel the payment of the same: but before the obtaining of a judgment he may be arrested, upon affidavit of the creditor that he is about to remove from the State, without leaving in it sufficient property to satisfy the anticipated judgment. No imprisonment can continue for a longer time than three months, unless the debtor be convicted of fraud. If a creditor or his attorney (especially authorized by power of attorney for that purpose) make oath that the debtor is not a resident, or has left, or is about leaving, the State permanently, or conceals himself, and files a bond, exceeding the amount claimed by one-half, for damages, if any, with a resident surety, an attachment may issue against the property of such debtor. Upon judgment for less than three hundred dollars rendered in the District Court, no appeal is allowed, and execution may issue at once. Real estate, or slaves, to be sold on execution, must bring at least two-thirds the appraised value in cash at the final offer, or be again advertised and sold to the highest bidder on a credit of twelve months, the purchaser giving a bond, with good security, for payment. Personal property cannot be mortgaged. Notes and book-accounts can be taken in execution, appraised and sold.

Legal interest is five per cent. ; by agreement, as high as eight per cent. Bank interest is six per cent. ; all usurious interest is forfeited, and, when paid, may be recovered back at any time within twelve months.

MAINE.—A debtor may be arrested at the commencement of a suit on any contract, or judgment founded on a contract, when he is about to leave for the purpose of residing in another State, with property of his own more than sufficient for his immediate support. All real and personal property of a debtor, may be attached and held as security to satisfy a judgment to be recovered upon suit on a claim exceeding twenty dollars. A debtor's real estate and rights thereto, may be taken in execution.

Legal rate of interest is six per cent. ; a contract for a higher rate is void for the excess

MARYLAND.—By Constitutional provision, no person can be imprisoned for debt in any civil action. A creditor may procure an attachment upon the property of his debtor, by making affidavit that he is indebted to him in a specified sum, (giving evidence of the same), and that he knows, or is credibly informed and believes, that such debtor is not a citizen or resident of the State, or that he has fled from justice, or removed from his abode with fraudulent intent towards his creditors. After obtaining a judgment, an attachment may issue against the real and personal property of the debtor. It is customary to allow a year and a day to expire after judgment in attachments, before issuing execution, to give the debtor opportunity to make valid defense. Execution may be stayed for six months.

By Constitutional provision, the rate of interest is not to exceed six per cent.

MASSACHUSETTS.—Any person may be arrested for debt, upon the making of an affidavit by the creditor, or his agent, of a good cause of action and a reasonable expectation of recovering twenty dollars or upward; of a belief, with a good cause for the same, that the debtor intends leaving the State, so that execution cannot be had upon him, having property not exempt from execution. A debtor may be arrested upon execution for twenty dollars or upward, if affidavit be made of belief that he has property not exempt from execution, or that, since the contracting of the debt, he has fraudulently conveyed some part of his estate, or has lost and paid a hundred dollars or more in gaming, or has willfully wasted his goods or estate, or that he contracted the debt with intention not to pay the same. Any debtor so arrested may be discharged from arrest, by taking the poor debtor's oath, after notice to the creditor and an examination before the proper officer. Such plaintiffs as are not residents must give security for costs. Real and personal property may be attached upon writ and held to satisfy the judgment. Attachments may be dissolved by giving an approved bond with two sureties, conditioned to pay the judgment within thirty days after its recovery; or by proceedings in insolvency. Judgments are not a lien upon real estate. There is no stay of execution, but real and personal property may be sold upon the same; the real estate being appraised to the creditor by three appraisers, the debtor having one

year within which to redeem it, and the personal property sold at public sale.

The legal rate of interest is six per cent.; the defense of usury being established, the defendant recovers costs, and the plaintiff forfeits three times the amount of illegal interest. The party paying usurious interest may recover back three times the amount of such interest paid.

MICHIGAN.—A debtor may be arrested upon affidavit, that he has removed or concealed any property with fraudulent intent toward creditors, or has property with which he unjustly refuses to satisfy the judgment, or that he fraudulently contracted the particular debt; and, after hearing, may be imprisoned until he pays the debt, gives security for it, or is otherwise legally discharged. Attachments may issue from the Circuit Court against the real and personal estate of a debtor, upon affidavit that he is justly indebted to the creditor for upward of one hundred dollars upon contract, or a judgment on such contract; that he has absconded, or is about so to do, from, or is concealed in, the State; or has assigned, disposed of, or concealed, or removed from the State, or is about so to do, any of his property, with fraudulent intent toward creditors; or that the claim, or obligation, was fraudulently contracted or assumed; or that he is not a resident, and has not been so for the space of three months immediately previous; or that the debtor is a foreign corporation. Executions may be stayed, on judgments not exceeding twenty-five dollars for three months from commencement of suit; exceeding twenty-five dollars and less than fifty, six months; over fifty, ten months. Personal property may be sold upon thirty days notice; real estate, after six weeks notice, the debtor having one year within which to redeem it.

Legal rate of interest is seven per cent.; by agreement for a loan of money, not exceeding ten per cent. Contracts are void only for the excess

MINNESOTA.—There is no arrest or imprisonment for any debt, judgment, pecuniary liability, or demand due, or claimed to be due.

Attachments against the property of a debtor may issue from a Justice's Court, upon affidavit, that he is indebted to the creditor

for more than five dollars, upon some contract express or implied, or upon judgment or decree of some Court, (with the assertion, that the deponent has good reason to believe either); that he is not a resident, and has not been for three months immediately preceding, has absconded, or removed his property, or is about to do either; that he resides in another county, more than one hundred miles from the residence of the justice; that he contracted the debt under fraudulent representations, conceals himself, or has fraudulently disposed of any of his property, or is about so to do; or that the defendant is a foreign corporation.

Parties may agree in writing upon any rate of interest; in the absence of such agreement, seven per cent. being the legal rate.

MISSISSIPPI.—Open accounts should be sworn to, by the creditor, before some Commissioner for the State. Bills of exchange and promissory notes are not to be proven, unless their execution be denied upon oath. There is no imprisonment for debt, except in cases of fraud, to be determined by a jury. An imprisoned debtor can swear out, by filing a schedule of his property under oath. A creditor may attach the property of a debtor, who is not a resident, or who removes, absconds, or conceals himself, or his property, whether the claim be due at the time or not. The first attachment takes precedence. Real estate sold upon execution (which may issue to any county in the State) is not subject to appraisement or redemption, but is sold absolutely to the highest bidder.

Legal rate of interest is six per cent.; parties may, however, contract in writing for any rate of interest upon any debt after its maturity, not exceeding ten per cent.

MISSOURI.—Notes purporting to be "for value received, negotiable, and payable without defalcation," are negotiable; but all notes are assignable by endorsement, and the assignee can sue in his own name. There is no arrest for debt on contracts. A debtor's property may be attached, even if the claim be not due, upon affidavit of the creditor to its correctness, that the debtor is not a resident, or secretes himself, or has absconded, or absented himself from his place of abode, to avoid service of process; or has fraudulently removed, conveyed, assigned, concealed, or otherwise disposed of his

property, or is about so to do; or, that the debt was contracted out of the State, and the debtor has absconded, or secretly removed his property into the State, intending to defraud or delay his creditors. Bond must be given by the creditor with one or more sureties, resident householders of the county, in at least double the amount of the claim, to pay damages, if any, which may result from such attachment.

The first attaching creditor has the precedence. Executions may issue to any county at any time within five years after the entry of judgment, and are liens on all the debtor's real and personal estate in the county, from the time of their delivery to the Sheriff. Real estate taken on execution is sold, without appraisement, to the highest bidder. There is no provision for stay of execution. The legal rate of interest is six per cent.; by agreement, not exceeding ten per cent. The penalty for usury is a forfeiture of the interest, and of as much of the principal as the excess is more than lawful interest. No interest is allowed upon open accounts.

NEW HAMPSHIRE.—A debtor may be arrested in an action founded upon contract, where the claim exceeds thirteen dollars and thirty-three cents, exclusive of all costs, if the creditor, or his agent, shall make affidavit, that, in his belief, the debtor is justly indebted to him in a sum exceeding the above-named amount, and that he conceals his property so that no attachment or levy can be made, or that there is good reason to believe he is about to leave the State to avoid the payment of his debts. If, upon the arrest of the debtor, he can satisfy two Justices that the allegations of said affidavit are untrue, he may be discharged. Attachments may be issued against real and personal property, and the same be held as security to satisfy the judgment; and by the same writ other persons, having possession of any money or property of the debtor, may be summoned as trustees. Executions may be levied after the expiration of twenty-four hours, and personal property, after having been kept for four days and advertised, may be sold at auction. Real estate is set-off to the creditor by appraisers. There is no stay of execution, except by an injunction granted by a Judge of a Superior Court.

The legal rate of interest is six per cent.; if more be taken, the party taking the same, forfeits three times the amount thus illegally taken.

NEW JERSEY.—Promissory notes should contain the words, “without defalcation or discount,” or the defendant may avail himself of any set-off, or equitable defense, existing between the original parties.

A debtor may be arrested in case the debt has been fraudulently contracted, or upon proof that he is about to remove any of his property out of the jurisdiction of the Court, or that he fraudulently conceals the same, or has assigned, removed, or disposed of it, or is about so to do. An arrested debtor can obtain his discharge by delivering, under oath, a true and perfect inventory of his property, and giving bond, with security, to appear before, and petition, the next Court of Common Pleas for the benefit of the Insolvent Laws. A creditor may attach the property of a non-resident or absconding debtor, by making oath to such fact, and to the amount of his claim, before any officer authorized to administer oaths. Such attachments are for the benefit of all creditors who apply; debts not yet due may be proved under any attachment issued, and the holders receive their rateable dividend. Judgments are liens, from the time of their recovery, on real estate in the County (and, when docketed in the Supreme Court, throughout the State), for twenty years. A sale upon an execution, issued upon a younger judgment, discharges the lien of a former judgment, the purchaser taking a clear title, and the proceeds of sale being applied to the payment of the execution upon which the sale was held, if such younger judgment was first levied. There is no stay of execution, the first in the hands of the officer having the preference. When an execution is delivered to a sheriff, personal property of the debtor is bound from such delivery; if to a constable, from the time of levy.

The legal rate of interest is six per cent.; but seven per cent. may be taken upon all contracts, provided the contracting parties, or either of them, at the time of making the contract, be residents of either of the counties of Essex and Hudson, or of the city of Paterson, or out of the State. All other contracts for a higher rate than six per cent. are void; persons taking a higher rate forfeit the whole value of the contract, one-half to the State—the other to the prosecutor.

NEW YORK.—A person may be arrested in an action for damages

not arising out of contracts, if not a resident, or in an action for injury to person, character, property, etc.; when he has been guilty of fraud in contracting the debt, or incurring the obligation, for which action is brought, or in concealing or disposing of property, for the taking or detention of which the action is brought; or when he has removed, or disposed of, his property, or is about doing so, with fraudulent intent toward creditors; or for a breach of trust, when acting in the capacity of trustee. Security is required from the creditor, for costs and such damages as the debtor may sustain.

The real and personal property of an absconding, concealed, or non-resident debtor may be attached, for the benefit of the attaching creditor only, upon affidavit establishing the grounds above-named, and a bond with security. Justices' judgments for sums exceeding twenty-five dollars, are liens on real property, when docketed in the County Clerk's office. Real estate is bound, from the time of docketing the judgment, for ten years. If the debtor dies within one year before filing and docketing the judgment, the real estate held by him at his death, is not bound, but the judgment is to be paid as a debt in the usual course of administration. Executions may issue immediately at any time within five years after judgment; there being no stay of execution, except by order of court for irregularity, or by injunction. Personal property is bound by execution, only from the time of its delivery to the proper officer; and the execution first delivered takes precedence.

The legal rate of interest is seven per cent. All contracts reserving a higher rate, are void. Corporations are not permitted to set up the defense of usury. A person receiving any higher rate of interest, is deemed guilty of misdemeanor, and may be fined, not exceeding one thousand dollars, or undergo an imprisonment of not more than six months, or both.

NORTH CAROLINA.—There is no imprisonment for debt, except in cases where the creditor, or his attorney, makes oath that he believes that the debtor has property which cannot be reached by execution, or which he has fraudulently concealed. An attachment may issue against the estate of a debtor, wherever found, upon complaint made on oath to any Judge of the Supreme or Superior Court, or any Justice of a County Court, by a creditor, or his agent, that

a person indebted to him has removed, or is removing, out of the county privately, or so absents or conceals himself that ordinary process cannot be served upon him, and upon oath as to the amount of his demand, to the best of his knowledge and belief. An attachment may issue in favor of a resident against the estate of one not a resident. If judgment, in favor of a creditor who is not a resident, be obtained in the court of the county in which the debtor resides, he may appeal to the next Superior Court, on giving security for the amount of the judgment; if judgment be there obtained against him, he pays four per cent. additional damages on the principal debt for the time intervening between the two judgments. If no appeal be taken, execution may issue within one year from the date of the judgment. Judgments are liens upon real estate, from the date of their recovery; upon personal property, from the date of the execution. Personal property is to be first taken in satisfaction of all executions. Upon notes for a sum not exceeding one hundred dollars, and all debts and balances due of sixty dollars or less, judgment may be obtained in thirty days, upon which execution may be stayed, for periods varying from twenty days to six months, according to the amount of the judgment, upon giving good security.

The legal rate of interest is six per cent.; all contracts requiring more are void, and the party claiming it forfeits double the amount of the debt, half to the State and half to the prosecutor.

Omo.—By constitutional provision, no person shall be imprisoned for debt, in any civil action, either on mesne or final process, except in case of fraud. In order to obtain an order for arrest, the affidavit of the creditor, or his agent, must be filed in the proper office, setting forth the nature of the claim, its justice, its amount, as nearly as may be, and one or more of the following facts:—that the debtor has removed, or begun to remove, any of his property out of the jurisdiction of the court; that he has begun to convert any part of it into money, with intent to defraud creditors; that he has property which he fraudulently conceals; that he has disposed of, or is about disposing of, his property, with intent to defraud; or that he fraudulently contracted the debt, or incurred the obligation, sued upon. Persons imprisoned on execution for fraud, may give

prison bonds, but the creditor can have execution against their property. The death of a person under arrest does not satisfy the judgment. If a person so imprisoned before judgment, is not chargeable in execution within ten days after judgment, he is discharged from imprisonment.

Attachments may issue upon the creditor, or his agent, filing an affidavit, stating the amount and nature of his claim, its justice, the amount which the creditor believes he ought to recover, and the existence of some of the above-named grounds for arrest. Upon an affidavit of the creditor, setting forth the intentional fraud of the debtor, before claim is due, and the giving of a bond for damages, if any, the creditor may obtain an order for attachment of the real and personal property of the debtor, but cannot obtain judgment until the claim is due. An attachment is not granted against a foreign corporation, or a non-resident, for any other claim than one arising upon contract, judgment, or decree. A bond, in all cases, except where the defendant is a foreign corporation, or a non-resident, must be given by the creditor with sufficient sureties to pay to the defendant any damages arising from a wrongful attachment, not exceeding double the amount of the claim.

If a transcript of a judgment before a Justice is filed in the Court of Common Pleas, during a term of court, it becomes a lien on the debtor's real estate from the day it is filed; if in vacation, from the first day of the next ensuing term.

The lien of a judgment ceases, if execution be not sued out within five years; if execution is not sued out within one year from the rendering of the judgment, the lien of a judgment cannot prejudice any other *bona fide* judgment creditor. All executions issued against the same debtor, during the same term, or within ten days after judgment, stand upon a common footing.

The legal rate of interest is six per cent.; by written agreement, as high as ten per cent. If more is reserved, the excess is void.

PENNSYLVANIA.—Imprisonment for debt does not exist in actions founded upon contract, except in cases of fraud. Upon sufficient proof in such cases, the debtor may be imprisoned until he pays the debt, gives security so to do within sixty days, or gives bond not to remove or assign his property, or to take the benefit of the insolvent

laws. So much of the real and personal estate of a person who is not a resident of the State, or in the county at the time of the issuing of the writ, as is sufficient to satisfy the claim sued upon, may be held by foreign attachment, which is dissolved by the appearance of the defendant, his giving security by bail, or depositing money to answer the suit. Upon affidavit of a creditor, that a resident debtor secretes himself, or acts, or has acted, with fraudulent intent or the like, his real and personal property may be taken in domestic attachment, and be collected and distributed among his creditors by trustees appointed by the court. Judgments are liens upon all the real estate of the defendant, in the county where they are rendered, for five years. The judgment of a Justice of the Peace is made a lien by filing a transcript thereof in the Court of Common Pleas of the proper county. Execution may issue upon judgments at any time within five years from their recovery, and must first exhaust the personal estate before real estate can be sold. Neither coin nor bills can be taken from the person of the defendant, nor can the officer apply any money which he may have made upon any other execution in favor of the defendant; but debts due the defendant may be attached in execution. Upon judgment before a Justice, stay of execution is allowed, where the defendant is a freeholder or enters bail, on sums exceeding five dollars and thirty-three cents, and not exceeding twenty dollars, for three months; above twenty, and not exceeding sixty, for six months; above sixty and not exceeding one hundred, for nine months. Upon judgments of the Courts of Common Pleas, except in actions upon judgments and mortgages, the defendant, if he be a freeholder to the amount of the judgment, or give sufficient security, may obtain a stay of execution dating from the return day of the original process, in sums not exceeding two hundred dollars, for six months; exceeding two hundred, and less than five hundred, for nine months; exceeding five hundred, for twelve months.

The legal rate of interest is six per cent.; except in the case of canal and railroad companies, the negotiation of whose bonds, certificates of loan, or other evidences of indebtedness below par, is not to be deemed usurious; and also of commission merchants and agents of parties residing out of the State, who may, as representatives of such parties, contract for seven per cent. No usurious

interest can be recovered ; and if paid, may be recovered back, if sued for within six months.

RHODE ISLAND.—There is no exemption from arrest, except in the case of females, in actions upon contracts not under seal. Real estate is attachable, upon writ or execution, when the defendant cannot be found ; as also personal property upon writ, and no assignment of the debtor dissolves the attachment. Execution may issue at any time after five days from the end of the term, leviable upon personal property and the real estate of a female ; for want of which the debtor may be imprisoned. Females may be imprisoned upon an execution, for more than fifty dollars.

Legal rate of interest is six per cent. ; usurious contracts void only as to the excess.

SOUTH CAROLINA.—A debtor, about to abscond before the maturity of his debt, may be held to bail ; also, in any case where the debt exceeds thirty dollars and sixty-two and a half cents, upon affidavit of the fact annexed to the writ or process. Attachments may be issued against the property of a debtor who is not a resident, absconds, is removing from the district, or secretes himself, so that process cannot be served upon him, upon affidavit of the fact. Execution cannot issue until the close of the term, and no stay is allowed other than that following an appeal. Real property levied upon, is not subject to appraisalment.

The legal rate of interest is seven per cent. The principal sum, only, can be recovered in a usurious contract, without costs. No interest is allowed upon an open account.

TENNESSEE.—There is no imprisonment for debt. Attachments may issue where the debt is not due in all cases, unless the debtor reside out of the State ; and in all cases of accommodation endorsers and sureties, or their principals, whether the debt be due or not, or the debtor be a resident or not. When the property of a non-resident is attached, publication of notice must be made, and proceedings stayed for four months. Judgments may be obtained by sureties and accommodation indorsers against their principals or co-sureties for their proportion of the debt, upon simple motion and

without notice. On Justices' judgments, the defendant has two days within which to obtain a stay of execution, generally for about eight months, or to appeal to the Circuit Court; in either case giving security. Execution can issue immediately upon the rendering of the judgment, be levied, and a bond taken by the officer with security for the delivery of sufficient property to satisfy the judgment on or before the first day of the succeeding term. In case such bond is forfeited, the property of the defendant and his sureties is liable to be sold to satisfy the judgment. Real estate sold upon execution is not subject to appraisement. If sold on a credit of less than six months, it may be redeemed by the debtor or any judgment creditor, by paying the amount of the bid and six per cent. interest. A judgment creditor must also advance, and credit on his judgment, ten per cent. of its amount; the debtor being entitled to the rents, and to credit therefor, in the mean time.

The legal rate of interest is six per cent., and the person taking more is liable to a fine, as in other misdemeanors. Sureties and creditors, after obtaining judgment, can recover from any person who has received usurious interest from their principal or debtor, the excess so received above the legal interest; this excess being applicable to the payment of the demands of *bona fide* creditors. A jury, or Justices of the peace, have a discretion as to the allowance of interest upon open accounts.

TEXAS.—By constitutional provision, no person can be imprisoned for debt. Attachments may issue, upon the affidavit of the creditor, or his agent, stating the justice and amount of his claim; that the debtor is not a resident, or is about to leave the State, or secretes himself to avoid process; or that he has transferred, secreted, or removed his property out of the county, or is about so to do, with fraudulent intent as to his creditors; and also, that the attachment is not sued out for the purpose of injuring the debtor. Attachments may issue upon contracts not matured; but no judgment can be rendered till the claim be due. The creditor first attaching has priority. Execution upon judgment before Justices of the peace, does not issue until after ten days from the date of the judgment, within which time the defendant may procure a stay for three months by giving security. In other cases there is no stay of execution.

No property levied upon by virtue of an execution is appraised, but must be sold for cash to the highest bidder.

In the absence of any specification as to the rate of interest upon contracts made in the State, the legal rate is eight per cent.; but by agreement inserted in the contract, it may range as high as twelve per cent. Where more is reserved, no interest can be recovered. Judgments of the State courts bear interest at eight per cent., unless by the contract upon which judgment is rendered a higher rate, not exceeding twelve per cent., is reserved. In the absence of any statement in a note as to the rate of interest, it will be presumed to be the same in any other State or Territory as in Texas.

VERMONT.—No citizen of the United States can be arrested for debt, unless the creditor, or his agent, file an affidavit, stating that he has good reason to believe, and does believe, that the debtor is about to remove from the State, and has secreted money, or other property, exceeding twenty dollars, or sufficient to pay the debt. Attachments may issue against the goods, chattels, or estate, or for want thereof, against the body, of the debtor.

Legal rate of interest, six per cent.; interest beyond that rate may be recovered back. Excess of interest only forfeited in usurious contracts.

VIRGINIA.—If a plaintiff show by affidavit to the satisfaction of the court, that he has good cause of action, and that there is probable cause to believe that the defendant is about to leave the State, he may procure the arrest of the defendant. The latter may obtain his discharge from such arrest by giving bond, with security, that he will answer such interrogatories as may be filed within four months after judgment, decree or order, and make the required conveyance or delivery, or perform and satisfy by such judgment decree, or order. The property of a resident defendant who is about to remove his property from the State, may be attached upon affidavit being filed, and bond given; also, the property of a debtor, or of a co-defendant, who does not reside in the State. Attachments are also obtainable by a bill in Chancery.

The assignee of any bond, note, or writing not negotiable, may maintain any action thereon in his own name, which the original

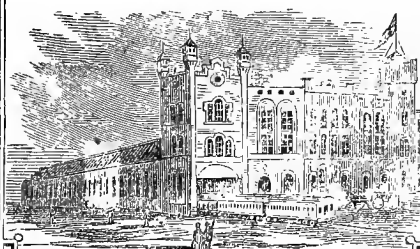
obligee, or payee, might have brought; but must allow all just discounts and set-offs, both against himself, and also against the assignee, before defendant had notice of the assignment. Executions can be issued at once, upon which forthcoming bonds may be taken by the sheriff, which operate as a replevy of the property levied upon. Upon such bonds, after their forfeiture, judgment may be taken on ten days notice, and execution issued against the obligors, returnable in sixty days, without further delay or stay. Judgments and forthcoming bonds, when recorded, are liens upon real estate.

The legal rate of interest is six per cent. ; all contracts for a greater rate being void, with a forfeiture of double the debt, one-half to the informer. Banks of circulation, deposit, and discount, may take interest in advance on loans and discounts, for a time not exceeding six months, at the rate of twelve per cent. *per annum.* .

WISCONSIN.—No person can be imprisoned for a debt arising out of a contract. The property of a debtor may be attached, if he do not reside in the State, is a foreign corporation, is concealed, has assigned or concealed property, removes, or on the ground of fraud, or fraudulent intent. In foreclosure suits in the State Courts, the defendant has three months within which to answer the bill of complainant, and three months notice of sale after judgment. The principles of the New York code have been substantially adopted for practice in the courts.

Parties may agree in writing upon any rate of interest, not exceeding twelve per cent.; if more be taken, the party receiving forfeits principal and interest to the School Fund, if action be commenced within one year after such payment. In the absence of a specific written agreement, seven per cent. is the legal rate.

COMMON CARRIERS.



ILLINOIS CENTRAL RAILROAD DEPOT AT CHICAGO.

A COMMON CARRIER is one who undertakes for hire to transport goods from one place to another. As a general rule, he is liable for all losses or injuries not re-

sulting from the acts of God, the acts of enemies in time of war, or the acts of the party himself whose goods are transported.

The following classes of persons, among others, have been expressly decided to be common carriers:—ferry-men; stage-coach proprietors; wagoners carrying for hire; owners of steam-tugs, which tow boats for hire, (even though the master or owner of the boat should remain upon board); transportation lines employing the boats of others for the carrying of goods shipped by them; railroad corporations; express companies; owners of canal boats, sailing and steam-vessels, used for carrying freight.

A carrier is bound to provide a carriage, boat or vessel, in all respects adequate to the purpose, with a conductor, messenger, driver, and crew (as the case is) of competent skill and ability; failing in these particulars, though the loss be occasioned by the acts of God, he cannot set up a providential calamity to protect himself against what may have arisen from his own folly.

Carriers on land may, by special contract, limit their responsibility, though they cannot free themselves from all responsibility, nor from the exercise of ordinary care; and such special notice or agreement must be clear and explicit, and distinctly brought home to the knowledge of the party owning the goods, to be affected by it.

A notice after an advertisement of the rate of fare and for traveling in a stage-coach, in the following words: "All baggage at the risk of the owners," is to be confined in its interpretation to the trunks, etc., of persons traveling therein, and not made applicable to packages of goods generally carried in such coach.

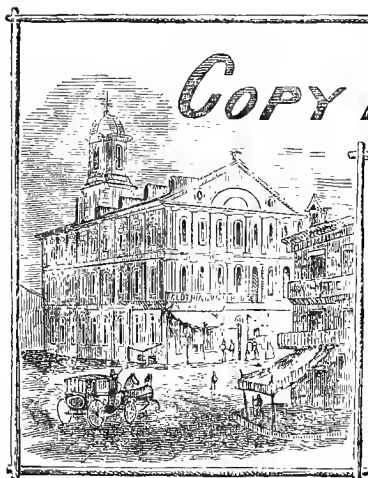
If a person sending goods, misrepresent the value or nature of them, the carrier is not liable if the goods be purloined; and in such cases the carrier is not bound to look further than the label on such goods. The owner, however, is not bound to disclose the nature or value of his goods, unless inquired of by the carrier.

An advertisement in a newspaper, and a memorandum on the tickets of a railroad company, in the English language, that they would not be responsible for the baggage of passengers, furnish no notice to a passenger who does not understand English; and it is doubtful whether tickets, in any case, without more, can be considered as evidence of a special agreement.

In order to hold a person responsible as a common carrier, it is not necessary that a precise sum should be agreed upon for the hire, or that it should be paid for, if agreed upon; for, even if the carrier be not paid, he is entitled to a reasonable compensation, in the absence of any special agreement.

The conditions of a line of public coaches are sufficiently made known to passengers by being posted in printed handbills at the place where the passengers book their names.

COPY RIGHT.



FANEUIL HALL, BOSTON. THE CRADLE OF
AMERICAN LIBERTY.

A COPYRIGHT is the exclusive right of an author to print, publish, and sell his own literary work for his own benefit. Any new and original plan, arrangement, or combination of materials entitles the author to a copyright therein, whether the materials be new or old.

A newspaper or price-current is not within the protection of the United States Copyright Law. A musical composition, to be the subject of a copyright, must be substantially a new and original work.

A copyright, or an interest therein, can be relinquished or assigned only by writing, and is not the subject of seizure and sale in execution.

In the United States, an author has no exclusive property in a published work, except under some Act of Congress, with the provisions of which he must comply.

Any citizen of, or resident in, the United States, who is the author

of any book, map, chart, or musical composition, or who designs, prints, or engraves from his own design, any print or engraving, together with the executors, administrators, or legal assigns of such person, may have the sole right and liberty of printing, publishing and selling the same for twenty-eight years from the time of recording the title thereof in the Clerk's Office of the District Court of the District wherein the author or proprietor resides, under the seal of said Court, for which recording the Clerk is entitled to receive the sum of fifty cents; and the same sum for every copy, under seal, actually given to such person, or his assigns. Within three months from the publication of such book, etc., the author or proprietor is required to deliver a copy of the same to such District Clerk; and every such publication must bear an imprint of the fact that it has been so entered according to Act of Congress.

After the expiration of the above-named twenty-eight years, the author, inventor, designer or engraver, if alive, and a citizen of, or a resident in, the United States, or, if he be dead, his widow, child, or children, may obtain the exclusive right to print, publish and sell, by recording the title a second time, and complying with the other regulations provided for the case of an original copyright, within six months before the expiration of the first term, and causing a copy of such record to be published in one or more newspapers printed in the United States for the space of four weeks.

All transfers and assignments of copyrights, (which are proved or acknowledged as deeds for the conveyance of land are required to be in the particular State or District,) are entitled to be recorded in the office where the original copyright is deposited and recorded; but every such transfer or assignment, not so acknowledged and recorded within sixty days from the execution thereof, is to be deemed fraudulent and void against any subsequent purchaser or mortgagee for valuable consideration, without notice.

If any person prints, publishes, or imports any book, copyrighted

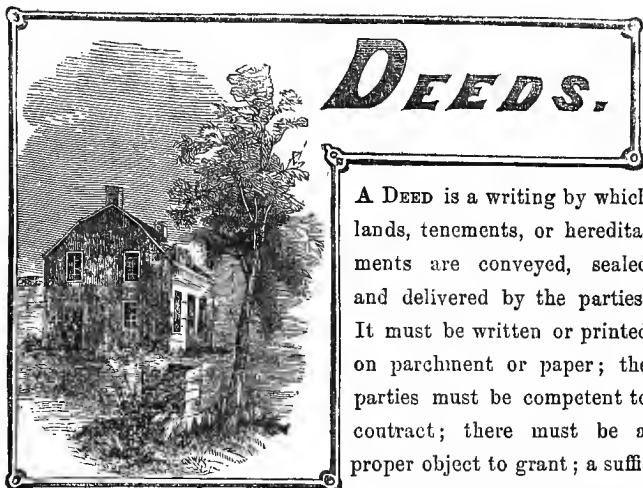
as aforesaid, without the consent of the person legally entitled to such copyright in writing, signed in presence of two or more credible witnesses, or directly or indirectly exposes it to sale, he forfeits every copy of such book to the legal holder of the copyright, and also the sum of fifty cents for every sheet found in his possession; one half to the legal holder, and the other to the use of the United States, to be recovered by action of debt in any court of competent jurisdiction. For infringements as to prints, maps, charts and musical compositions, there is a forfeiture of the plates upon which the work was done, and every sheet copied or printed, to the legal holder; and also the sum of one dollar for every sheet found in possession of the infringer—one half to the legal holder, and the other to the use of the United States, recoverable as before.

These acts, however, do not prohibit the importation, publication or sale of the works of aliens. Any person printing or publishing any manuscript whatever, without the consent of the author or legal proprietor, (if a citizen of, or resident in, the United States), first obtained as above, is liable to such author or proprietor for all damages occasioned thereby, to be recovered by a special action on the case in a Court having cognizance.

An abridgement, in which there is a substantial condensation of the materials of the original work, and which requires intellectual labor and judgment, does not make an infringement of a copyright; otherwise, with a mere compilation. A copyright is given for the contents of a work and not for its mere title. To constitute an infringement of copyright, the original work must have been either substantially copied, or so imitated as to be a mere evasion of the copyright.

The copyright, in dramatic compositions, includes the exclusive right of representing or acting the same.

All actions for forfeitures or penalties, must be brought within two years after infringement occurs.



GATES'S HEADQUARTERS AT THE CAPTURE OF
BURGOYNE, OCTOBER 7TH, 1777.

A DEED is a writing by which lands, tenements, or hereditaments are conveyed, sealed and delivered by the parties. It must be written or printed on parchment or paper; the parties must be competent to contract; there must be a proper object to grant; a sufficient consideration; an agreement properly declared; if

desired, it must have been read to the party executing it; it must be signed and sealed; attested by witnesses, in the absence of any statute regulation to the contrary; properly acknowledged before a competent officer, and recorded within the time and in the office prescribed by the statute of the State wherein it is executed.

A sufficient consideration for the execution of a deed may be that of blood, or natural love and affection, in which case it is called a good consideration; or money, marriage, or the like, where an equivalent is given for the grant, which is called a valuable consideration. Deeds made merely upon good consideration, are frequently set aside in favor of creditors and purchasers in good faith.

The maker of a deed is called the grantor; the party to whom it is delivered, the grantee. If the grantor have a wife, she must, in the absence of any statute controlling the same, sign and acknowledge the deed; or else, after the death of the husband, she may claim her dower, or the use of one-third, during her life.

By a general-warranty deed the grantor covenants to insure the lands against all persons whatsoever; by a special-warranty deed, he covenants and warrants only against himself, his heirs, and those claiming under him. In deeds made by executors, administrators, or guardians, there is generally no warranty; and it is of the highest importance that every requirement of law should be strictly observed in executing them.

A quit-claim deed releases all the interest which the grantor has in the land, whatever it may be; and by the delivery of such a deed, under the laws of some of the States, the possession of the land is obtained.

A deed poll, or single deed, like the foregoing, is made by one party only, as in the case of a sheriff's deed. A deed in trust is given to a person called a trustee, to hold in fee simple, or otherwise, for the use of some other person who is entitled to the proceeds, profit, or use. The estate so held is not subject to the judgment debts of the trustee, to the dower of his wife, or the curtesy of the husband of a female trustee. A ground-rent deed conveys land to the grantee, with a reservation of a specific sum of money, to be paid at such times as may be agreed upon, in the nature of rent, and it may be irredeemable or redeemable, for a term of years, for life, or in fee. The irredeemable ground-rent cannot be extinguished by the payment of the consideration money, unless the grantee consent; the redeemable may be extinguished by the payment of the consideration money, within, or at the expiration of, the specified time.

A deed may be avoided, by alterations made in it after its execu

tion; by the disagreement of the parties whose concurrence is necessary; or by the judgment of a competent tribunal.

If there are interlineations or erasures in a deed, made before signing, they should be mentioned in a note, and be witnessed in proper form by the witnesses. After the acknowledgment of a deed, the parties have no right to make the slightest alteration. An interlineation of a deed after execution, if made in favor of the interest of the grantee, vitiates the deed. If a deed be altered before delivery, such alteration destroys the deed as to the party altering it, but not the estate; the party altering loses all remedy upon the covenants, but the title is not divested.

The deed of a corporation must be authenticated by its common seal, which must be proved by some person familiar with it. If land is to be conveyed to a corporation in fee simple, the word "successors" should be used, instead of "heirs."

[The Statutes of the various States, as to the execution, acknowledgment, and recording of deeds, varying in several particulars, it is thought advisable to append the leading requirements of each State.]

Requirements as to Deeds, throughout the United States.

ALABAMA.—Execution under seal or scroll; but instruments purporting to be sealed are deemed such, whether a seal be added or not. If the deed be acknowledged, no subscribing witness is necessary; but when the grantor cannot write his name, or the deed is not acknowledged, two witnesses are required.

ARKANSAS.—Execution under seal or scroll; no subscribing witnesses required, if the deed is acknowledged before the proper officer.

CALIFORNIA.—Execution under seal; no subscribing witnesses required, where the deed is acknowledged by the grantor.

CONNECTICUT.—Execution under seal; the addition of the word “seal,” or of the scroll, being equivalent; wife does not join with the husband unless tenant in common, or individually interested otherwise in the estate.

DELAWARE.—Execution under seal, in presence of at least two subscribing witnesses.

DISTRICT OF COLUMBIA.—Sealed and delivered in presence of two witnesses, and recorded within six months after execution.

FLORIDA.—Executed and delivered under seal, in presence of at least two subscribing witnesses.

GEORGIA.—Two or more witnesses are required; a scrawl of the pen answers for a seal. Grantor's wife need not join, unless the land came to him, by virtue of their marriage, through her; in which case she must join, and then expressly renounce all her right to dower.

ILLINOIS.—Executed under seal or scroll; no subscribing witnesses required, where the deed is acknowledged.

INDIANA.—Executed under seal of wafer or wax; no subscribing witnesses needed in case of acknowledgment; must be recorded within ninety days after execution. No private examination of a wife required, dower having been abolished.

IOWA.—May be executed without either seal or scroll; no witness necessary, if deed is acknowledged. No separate examination or acknowledgment of the wife; she acknowledging with her husband, as if a single woman. No deed valid, except between the parties to it, until, first being duly proved and acknowledged, it is left for record.

KENTUCKY.—May be executed without seal or scroll; two subscribing witnesses required where proof of execution is intended, instead of acknowledgment by grantor. The officer is not required

to certify that he knows the grantor, or the witnesses, or that the latter are proved before him to be credible.

LOUISIANA.—Need not be under seal, but executed in presence of two witnesses, (free males, and above fourteen years of age); or three, if the grantor be blind.

MAINE.—Executed under seal, in presence of two subscribing witnesses, unless the deed be acknowledged.

MARYLAND.—Executed under seal; no requirement as to subscribing witnesses.

MASSACHUSETTS.—Executed under seal of wafer or wax; no subscribing witnesses required. Deeds made by non-residents must be acknowledged.

MICHIGAN.—Executed under seal or scroll, in presence of two subscribing witnesses. Deeds executed out of the State, valid, if executed according to the law of the State in which they were executed.

MINNESOTA.—Executed under seal or scroll, in presence of two subscribing witnesses.

MISSISSIPPI.—Executed under seal, in presence of two subscribing witnesses; no witness necessary, if acknowledged by grantor.

MISSOURI.—Executed under seal or scroll; no subscribing witnesses requisite in case of acknowledgment.

NEW HAMPSHIRE.—Executed under seal, in presence of two subscribing witnesses.

NEW JERSEY.—Executed under seal of wafer or wax, in the presence of one witness. Deeds of land lying in the State by grantors not resident are valid, if executed in conformity with the laws of the State of which they are residents.

NEW YORK.—Executed under seal, and in the presence of at least one subscribing witness, unless the deed be acknowledged; the officer taking the acknowledgment to certify to the identity of the grantor. Where the execution is proved by a subscribing witness, he must state his own place of residence, and that he knows the person described, and that he executed the conveyance.

NORTH CAROLINA.—Executed under seal or scroll, in presence of one witness, and acknowledged, if in the State, before a Judge of the Supreme Court, Superior Court, or County Court where the land is, and registered within two years; if out of the State, before a Commissioner, or Judge of a Supreme, Superior, or Circuit Court.

OHIO.—Executed under seal or scroll, *with the pen*, in presence of two subscribing witnesses.

PENNSYLVANIA.—Executed under seal or scroll; no subscribing witnesses necessary, though it is the common practice to have at least two.

RHODE ISLAND.—Executed under seal, in presence of two subscribing witnesses.

SOUTH CAROLINA.—Executed under seal or scroll, in presence of at least two subscribing witnesses. Wife does not join with the husband, except where she is entitled to the estate as her inheritance.

TENNESSEE.—In writing, but neither seal nor scroll imperative, two witnesses necessary to prove the execution.

TEXAS.—Need not be sealed, except in case of corporations; cannot be recorded in office of clerk of court of the county in which the land lies, without having first been proved by a subscribing witness, or acknowledged by grantor before a Notary Public, Chief Justice, or clerk of a county court; if in another State, before a Commissioner, or Judge of a Court of Record having a seal.

VERMONT.—Executed under seal of wafer or wax, in presence of two subscribing witnesses.

VIRGINIA.—Executed under seal or scroll, in presence of one subscribing witness, if deed be acknowledged; if not acknowledged, in presence of three subscribing witnesses.

WISCONSIN.—Executed under seal, which may be a scroll in ink, or a wafer, or wax; in presence of at least two subscribing witnesses; acknowledged by the grantor, who must be personally known to the officer, or his identity be proved by a witness.

Short Form of a Deed.

KNOW ALL MEN BY THESE PRESENTS, that I, Timothy Pearson, of Ware, County of Hampshire, and Commonwealth of Massachusetts, for and in consideration of the sum of one thousand dollars to me paid by Benjamin F. Jackson, of Newton, County of Middlesex and Commonwealth aforesaid, the receipt whereof is hereby acknowledged, do give, grant, sell, and convey unto the said Benjamin F. Jackson, all that (*describing the premises*): To have and to hold the same to the said Jackson, his heirs and assigns, to his and their use forever. And I, the said Timothy Pearson, covenant with the said Jackson, his heirs and assigns, that I am lawfully seized in fee of the premises; that they are free from all incumbrances; that I have a good right to sell the same as aforesaid; and that I will warrant and defend the same to the said Jackson, his heirs and assigns, against the lawful claims and demands of all persons.

[*If the wife is to join, here add the following:—*“And Sarah E., the wife of Timothy Pearson aforesaid, in consideration of the sum of ten dollars to her in hand paid, the receipt whereof she doth hereby acknowledge, hereby releases to the said Jackson, his heirs and assigns, all her right, title, and interest to or in any dower in the aforegranted premises.”]

In testimony whereof I, the said Timothy Pearson [*together with*

Sarah, my wife], have hereunto set my [or *our*] hand [or *hands*] and seal [or *seals*], this fifth day of December, A. D. 18—.

Signed, sealed and delivered }	TIMOTHY PEARSON, [SEAL.]
in presence of }	SARAH E. PEARSON, [SEAL.]
ELIHU H. HUNT,	
MOSES KENNISON.	

Acknowledgment of Foregoing.

HAMPSHIRE COUNTY, ss :

Before me, the subscriber, one of the Justices of the Peace within and for the said County, personally appeared the above-named Timothy Pearson [*and Sarah E., his wife*], who in due form of law acknowledged that he [*they*] did sign and seal the above indenture as his [*their*] free act and deed.

In witness whereof I have hereunto set my hand and seal, this tenth day of December, A. D. 18—. NORCROSS JONES,

Justice of the Peace.

[*In States which require a separate examination of the wife, the above form should be varied after the word "acknowledged," by proceeding as follows: "the above indenture to be their act and deed, and desired that the same might be recorded as such. The said Sarah E. being of full age, and by me examined separate and apart from her said husband, and the contents of the foregoing indenture being first made fully known to her, declared that she did voluntarily and of her own free will and accord, seal, and as her act and deed deliver the same, without any coercion or compulsion of her said husband. In witness whereof, etc., as before."*]

Deed with full Covenants.

KNOW ALL MEN BY THESE PRESENTS, that we, Edwin Hughes, and Mary his wife, of Clayton, County of Barbour, and State of Alabama, for and in consideration of the sum of three thousand dollars, to us in hand paid, have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto Charles Delancey, of the same place, all that certain parcel of land, situate in the said Clayton, and bounded and described as follows: [*describing the*

premises], with all the appurtenances, and all the right, title, interest, claim and demand of us, or either of us, in the premises ; to have and to hold the same unto the said Charles Delancey and his heirs in fee simple forever. And I, the said Edwin Hughes, for myself and my heirs, do hereby covenant and agree, to and with the said Charles Delancey, and his heirs and assigns, that I am now the owner of the said premises, and am seized of a good and indefeasible estate of inheritance therein, and that I have full right and power to sell and convey the same in fee simple ; that the said premises are free and clear of all incumbrances ; that the said Delancey, his heirs and assigns, may forever hereafter have, hold, possess, and enjoy the same, without any suits, molestation or interruption, by any person whatever lawfully claiming any right therein ; and, that I, the said Hughes, and all persons hereafter claiming under me, will at any time hereafter, at the request and expense of the said Delancey, his heirs or assigns, make all such further assurances for the more effectual conveying of the said premises with the appurtenances, as may be reasonably required by him or them ; and that I, the said Hughes, and my heirs, will warrant and defend the said premises, with the appurtenances, unto the said Delancey, and his heirs and assigns, forever. In witness whereof, etc.,

Signed, sealed, etc.,

REUBEN CHAMBER

JOHN GARRETT.

EDWIN HUGHES, [SEAL.]

MARY HUGHES, [SEAL.]

General Warranty Deed.

THIS INDENTURE, made this sixteenth day of August, in the year of our Lord one thousand eight hundred and —, between Thomas Myers, of Van Buren, County of Crawford, and State of Arkansas, and Emma his wife, of the one part, and Robert Reed, of the same place, of the other part, witnesseth ; that the said Thomas Myers and Emma his wife, for and in consideration of the sum of six hundred dollars, to them in hand paid by the said Robert Reed, at and before the ensealing and delivery hereof, the receipt whereof they do hereby acknowledge, have granted, bargained, sold, delivered, released and confirmed, and by these presents do grant, bargain, sell, alien, release and confirm, unto the said Robert Reed, and to his heirs and assigns, all that certain messuage or tenement and tract of land, situated in Van Buren aforesaid, bounded as follows :

[*inserting the boundaries*], containing five acres, be the same more or less. It being part of the same premises which Theodore Ray, and Martha his wife, by indenture bearing date the ninth day of May, A. D. 18—, for the consideration therein mentioned, did grant and confirm to the said Thomas Myers, party hereto, his heirs and assigns forever; as in and by the said in part recited indenture, recorded in, etc., [*inserting the proper office, book, volume and page*], relation thereto being had, more fully and at large appears. Together with all and singular the rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, [*if there be any exceptions, insert them here*], and the reversions and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, property, claim, and demand whatsoever of them, the said Thomas Myers, and Emma his wife, in law or equity, or otherwise howsoever, of, in, to, or out of the same. To have and to hold the premises hereby granted, or mentioned, or intended so to be, with the appurtenances, (*inserting exceptions, if any*), unto the said Robert Reed, his heirs and assigns, to his and their only proper use and behoof, forever. And the said Thomas Myers, for himself, his heirs, executors and administrators, doth covenant, promise and agree, to and with the said Robert Reed, his heirs and assigns, by these presents, that he, the said Myers and his heirs, the said above-mentioned and described messuage or tenement, and tract or piece of land, hereditaments and premises, hereby granted, or mentioned, or intended so to be, with the appurtenances, unto the said Reed, his heirs and assigns, against the said Myers, and his heirs, and against all and every other person and persons whomsoever, lawfully claiming or to claim the same, or any part or parcel thereof, shall and will warrant and forever defend by these presents.

In witness whereof, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

Signed, etc.

THOMAS MYERS, [SEAL.]

EMMA MYERS, [SEAL.]

Deed by Attorney.

THIS INDENTURE, made the twelfth day of July, in the year of our Lord one thousand eight hundred and —, between David Barstow,

of Auburn, county of Placer, and State of California, and Clara E., his wife, of the first part, by Edmund Robbins, their attorney in fact, specially thereto constituted by power of attorney, dated the fifth day of January A. D. 18—, and recorded in, [*reciting the proper office,*] as by reference thereto will more fully appear, and Thomas Garnett, of the City and County of San Francisco, State aforesaid, of the second part; witnesseth, etc., (*proceeding as in foregoing, and concluding as follows*):—

In witness whereof, the said parties of the first part, by Edmund Robbins, their attorney in fact, have hereunto set their hands and seals, day and year first above written. Signed, etc.,

DAVID BARSTOW, [SEAL.]

CLARA E. BARSTOW, [SEAL.]

By their Attorney,

EDMUND ROBBINS, [SEAL.]

Quit-Claim Deed.

KNOW ALL MEN BY THESE PRESENTS, that we, Alfred Darrah, of Portland, County of Cumberland, and State of Maine, and Eunice, wife of the said Alfred, in consideration of the sum of nine hundred dollars, to us in hand paid by Daniel Gould, of Malden, County of Middlesex, and State of Massachusetts, the receipt whereof we do hereby acknowledge, have bargained, sold, and quit-claimed, and by these presents do bargain, sell, and quit-claim, unto the said Daniel Gould, and to his heirs and assigns forever, all our, and each of our, right, title, interest, estate, claim and demand, both at law and in equity, and as well in possession as in expectancy, of, in, and to, all that certain messuage or tract of land, situate in Portland aforesaid, bounded and described as follows: [*describing premises*], with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise pertaining; to have and to hold the above-released premises to the said Gould, his heirs and assigns, to his and their use and behoof forever.

[*If desired to make special warranty against any incumbrance made by grantor,*] here insert as follows:—And I, the said Alfred Darrah, for myself and my heirs, executors and administrators, do covenant with the said Daniel Gould, his heirs and assigns, that the above granted premises are free from all incumbrances made or

suffered by me ; and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said Daniel Gould, his heirs and assigns forever, against the lawful claims and demands of all persons claiming by, through, from, or under me, but against none other.

In witness whereof, we, the said Alfred Darrah, and Eunice his wife, have hereunto set our hands and seals this first day of October, in the year of our Lord one thousand eight hundred and ———.

Signed, etc.

ALFRED DARRAH, [SEAL.]

EUNICE DARRAH, [SEAL.]

Deed Poll.

TO ALL TO WHOM THESE PRESENTS SHALL COME, Ambrose Lawrence, of Bedford, County of Bedford, and State of Pennsylvania, yeoman, eldest son and heir-at-law of William R. Lawrence, late of said Bedford, deceased ; Eben Lawrence, of Georgetown, in the District of Columbia, another of the sons of said deceased ; and Rufus Melvin, of Racine, County of Racine, and State of Wisconsin, and Ellen L., his wife, late Ellen Lawrence, daughter of the said deceased, (who are the only heirs of said deceased), send greeting : Whereas, by indenture, bearing date the first day of April, in the year of our Lord one thousand eight hundred and ———, Charles Collins, of Bedford, aforesaid, and Hannah, his wife, for the consideration therein mentioned, did grant and confirm unto the said William R. Lawrence, deceased, and to his heirs and assigns forever, as in and by the said in part recited indenture, recorded in the office for recording deeds, at said Bedford, in and for said County of Bedford, in book C, page 284, relation being thereunto had, more fully and at large appears, a certain messuage or tract and parcel of land, situate in Bedford aforesaid, and bounded and described as follows : [*describing the premises.*] Now know ye, that the said Ambrose Lawrence, Eben Lawrence, and Rufus Melvin, and Ellen L., his wife, for and in consideration of the sum of three thousand dollars, lawful money of the United States, to them in hand paid by Isaac Gooding, of Harrisburg, County of Dauphin, and State of Pennsylvania, at and before the sealing and delivery hereof, the receipt whereof they do hereby acknowledge, have granted, bargained, sold, released and confirmed, and by these presents do grant,

bargain, sell, release and confirm, unto the said Isaac Gooding, his heirs and assigns, all the above-described messuage or tract and parcel of land, situate and bounded and described as aforesaid; together with all and singular the buildings, improvements, rights, liberties, privileges, hereditaments, and appurtenances whatsoever, thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, property, claim, and demand whatsoever of them, the said Ambrose Lawrence, Eben Lawrence, and Rufus Melvin, and Ellen L., his wife, in law or equity, or otherwise howsoever, of, in, to, or out of, the same; to have and to hold the said messuage or tract and parcel of land, hereditaments, and premises hereby granted, or mentioned, or intended so to be, with the appurtenances, unto the said Isaac Gooding, his heirs and assigns, to his and their sole use and behoof forever. In witness whereof, etc.

Signed, etc.,

AMBROSE LAWRENCE, [SEAL.]

EBEN LAWRENCE, [SEAL.]

RUFUS MELVIN, [SEAL.]

ELLEN L. MELVIN, [SEAL.]

Sheriff's Deed of an Equity of Redemption sold at Auction.

TO ALL PERSONS TO WHOM THESE PRESENTS SHALL COME, Alpha Farr, High Sheriff of the County of Washington, in the State of Vermont, sends greeting:—Whereas I, the said Alpha Farr, as High Sheriff, as aforesaid, on the third day of August, A. D. 18—, at Montpelier, in said county, attached on mesne process, in a suit wherein Thomas Chase, of Boston, County of Suffolk, and State of Massachusetts, was plaintiff, and Andrew Allen, of said Montpelier, defendant, all the right in equity, which the said Allen then had to redeem the real estate hereinafter described; and whereas, by consideration of the Justices of the Circuit Court, holden at Montpelier aforesaid, within and for the said County of Washington, on the second Tuesday of September, A. D. 18—, the same being the ninth day of the said September, the said Thomas Chase recovered judgment against the said Andrew Allen, for the sum of four hundred dollars, debt or damage, and costs of suit, taxed at the sum of forty-four dollars sixty-eight cents; on which judgment, by order of said Court a writ of execution was issued on the twentieth day

of September, A. D. 18—, directed to me, the said Alpha Farr, to be revied, satisfied and executed; and, whereas, by virtue of said writ of execution, and in order to satisfy the same, I did afterward, to wit, on the twenty-first day of September, A. D. 18—, take and seize the right in equity of the said Andrew Allen, of redeeming the following described real estate, to wit, [*describing the premises*]: and, whereas, afterward, on the tenth day of October, A. D. 18—, having given due notice to the said Andrew Allen, and having duly advertised the premises aforesaid, according to law, in due form, I sold the same at public auction to Matthew Carter of Montpelier, aforesaid, who was the highest bidder therefor, and the purchaser thereof at said sale, for the sum of one hundred dollars, that being the highest and best sum or price then and there bid therefor: Now, therefore, know ye, that I, the said Alpha Farr, in my capacity as High Sheriff aforesaid, in consideration of the said sum of one hundred dollars to me paid by the said Matthew Carter, the receipt whereof is hereby acknowledged, have bargained, granted, sold and conveyed, and by these presents do bargain, grant, sell, and convey unto him, the said Matthew Carter, all the right, which the said Andrew Allen, at the time of the attachment afore recited, had of redeeming the before-described estate, and every parcel thereof.

To have and to hold the same, to him, the said Matthew Carter, his heirs, executors, administrators and assigns, to his and their use and behoof forever; subject, nevertheless, to the said Andrew Allen's right of redeeming the same. And I, the said Alpha Farr, do covenant with the said Matthew Carter, as aforesaid, that, in making the said attachment and sale, and in every thing concerning the same, I have complied with, observed, and obeyed all the rules and requirements in law for attaching, and, on execution, making sales of rights in equity to redeem real estate.

In testimony whereof, I, the said Sheriff, have hereunto set my hand and seal this twentieth day of October, in the year of our Lord one thousand eight hundred and —.

Signed, sealed and delivered } ALPHA FARR, [SEAL.]
in presence of }

WILLIAM L. CLARK,

GEORGE T. STUCKERT.

Sheriff's Deed of Land by him Sold.

WILLIAM H. THOMAS, Esquire, High Sheriff of the County of Tioga, in the Commonwealth of Pennsylvania, to all to whom these presents shall come, greeting : Whereas, by a writ of *fiery facias*, to the said sheriff directed, bearing date the fourth day of November, A. D. 18—, he was commanded, that, of the goods and chattels, lands and tenements of Jerome Morse, of Wellsboro', in his, the said sheriff's bailiwick, he should cause to be levied the sum of five hundred dollars, debt or damages, and twenty-eight dollars costs of suits (or *as in the fiery facias*), and that he should have those moneys before the judges at said Wellsboro', at a Court of Common Pleas, there to be held for the said County of Tioga, on the tenth day of January then next ensuing, to render to the said Henry Willis (or, *the plaintiff in the judgment recited in the fiery facias*), for his debt and damages aforesaid, and that he, the said sheriff, should have then and there that writ; at which day he, the said sheriff, made return to the said judges, that, by virtue of the said writ, to him directed, he had seized and taken in execution a certain messuage [*describing the same as in sheriff's return*], which remained in his hands unsold, for want of buyers; so that he could not have the moneys in the said writ mentioned, at the day and place therein contained, as by the said writ he was commanded; and the residue of the execution of the said writ was contained in a certain schedule thereunto annexed; by which schedule or inquisition it appears, on the oaths and affirmations of the inquest therein named, that the rents, issues, and profits of the said messuage, etc., were not of a clear yearly value sufficient, beyond all reprises, within the space of seven years (or *the statute time allowed*), to satisfy the debt and damages in said writ mentioned: Wherefore, by a certain other writ of *venditioni exponas*, issued out of the said court, bearing date the twenty-first day of January last, past, he, the said sheriff, was commanded that the said messuage, etc., with the appurtenances, so by him seized and taken in execution, he should expose to sale; and that he should have those moneys before the said judges at Wellsboro' aforesaid, at the Court of Common Pleas there to be held the tenth day of March then next ensuing, to render to the said Henry Willis, for his debt and damages aforesaid. In pursuance whereof, he, the said sheriff, having given due and legal notice of the time and place

of sale, did, on the twenty-eighth day of February now last past, expose the premises aforesaid to sale, by public vendue or outcry, and sold the same to Harlan Page, of Wellsboro' aforesaid, for the sum of three hundred dollars, he being the highest bidder, and that the best price bidden for the same: Now know ye, that the said sheriff, for and in consideration of the aforesaid sum of three hundred dollars, to him in hand paid by the said Harlan Page, at and before the sealing and delivery hereof, the receipt whereof he doth hereby acknowledge, hath granted, bargained, and sold, and by these presents, in compliance with the directions of the last recited writ, and by force and virtue thereof, doth grant, bargain, and sell unto the said Harlan Page, his heirs and assigns, all that the said messuage, etc., above described, together with all and singular the buildings, improvements, rights, members, and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and also all the right, title, interest, property, estate, claim, and demand whatsoever, of him, the said Jerome Morse, of, in, to, or out of the same. To have and to hold the said messuage and tract of land, hereditaments, and premises hereby granted, or mentioned, or intended so to be, with the appurtenances, unto the said Harlan Page, his heirs and assigns, to his and their only proper use and behoof forever; for such estate, and under and subject to such rents and conditions, as the said Jerome Morse had and held the same, at and immediately before the taking thereof in execution, according to the form and effect of the laws and usages of this Commonwealth, in such case made, provided, or observed. In witness whereof, I, the said Sheriff, have, etc.

Signed, etc.

WILLIAM H. THOMAS, [SEAL.]

Another Form for Same.

[If the land were sold upon a writ of *Levari Facias*, commence as follows:—]

William H. Thomas, Esquire, High Sheriff of, etc.: Whereas, by a writ of *levari facias*, issued out of the County Court of Common Pleas of the County of Tioga, bearing date at Wellsboro', in said County, on the fifth day of April last past, to the said sheriff

directed, he was commanded, that, without any other writ, of the lands and tenements of Jerome Morse, of Wellsboro' aforesaid, in his bailiwick, yeoman, to wit, of a certain messuage, etc, [*as in the writ*], and that he should have those moneys before the Judges at Wellsboro' aforesaid, at the County Court of Common Pleas, there to be held for the said County of Tioga, the sixth day of June then next ensuing, to render to the said Henry Willis for his debt and damages aforesaid; and whereas the said Sheriff having given due and legal notice of the time, etc. [*concluding as in the foregoing*].

Deed of Release.

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME: Richard Wharton, Hallam Bent, Tracy Trask, and Nancy, his wife, of Brooksville, County of Hernando, and State of Florida, send greeting: Whereas [*here insert recitals of the grantor's title to the estate.*] Now know ye, that the said Richard Wharton, Hallam Bent, and Tracy Trask, and Nancy, his wife, for and in consideration of the sum of six thousand dollars, to them in hand paid by Mordaunt Cook, of the said Brooksville, at and before the ensealing and delivery hereof, the receipt whereof they do hereby acknowledge, and thereof acquit and forever discharge the said Mordaunt Cook, his heirs, executors, and administrators, by these presents have, and each and every of them hath, remised, released, and forever quit-claimed, and by these presents do, and each and every of them doth, remise, release, and forever quit-claim, unto the said Cook, and to his heirs and assigns, all the estate and estates, shares, purparts, and dividends, right, title, interest, property, claim, and demand whatsoever, of them, the said Richard Wharton, Hallam Bent, and Tracy Trask, and Nancy his wife, in law or equity, or otherwise howsoever, of, in, to, or out of, all that messuage, or tenement, plantation, and tract of land, situate, lying, and being in said Brooksville, in the actual possession and seizin of the said Mordaunt Cook, now being, bounded, limited, and described as follows, viz.: [*describing the premises*]. Together with all and singular other the buildings, improvements, rights, members, and appurtenances whatsoever, thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof. To have

and to hold all and singular the premises hereby remised and released, or mentioned, or intended so to be, with the appurtenances, unto the said Mordaunt Cook, his heirs and assigns, to his and their only proper use and behoof forever; so that neither the said Richard Wharton, Hallam Bent, Tracy Trask, and Nancy his wife, nor their heirs, nor any other person or persons whatsoever, lawfully claiming, or to claim, by, from, or under them, or any of them, shall or may, at any time or times hereafter, have, claim, challenge, or demand any estate, right, title, or interest, of, in, to, or out of, the said messuage, etc., hereditaments and premises, hereby remised and released, or mentioned, or intended so to be, with the appurtenances, or any part or parcel thereof; but shall and will thereof and thereupon by these presents be utterly excluded and forever debarred.

In witness whereof, etc.

Release of Dower by a Widow.

TO ALL TO WHOM THESE PRESENTS SHALL COME, Anna R. Hastings of Rome, County of Floyd, and State of Georgia, relict and widow of Henry C. Hastings, late of said Rome, deceased, sends greeting: Know ye, that the said Anna R. Hastings, for and in consideration of five hundred dollars, to her in hand paid, at or before the ensembling and delivery of these presents, by Robert Mansur, of said Rome, the receipt whereof is hereby acknowledged, hath granted, remised, released, and forever quit-claimed, and by these presents doth grant, remise, release, and forever quit-claim, unto the said Robert Mansur, his heirs and assigns forever, all the dower and thirds, or right and title thereto, and all other right, title, interest, property, claim, and demand whatsoever, in law, equity, or otherwise, of her, the said Anna R., of, in, and to, a certain tract or parcel of land, situate and being in said Rome, bounded and described as follows: [*describing the premises*]. So that neither she, the said Anna R., her heirs, executors, administrators, or assigns, nor any other person or persons for her, them, or any of them, shall, or may, have, claim, challenge, or demand, or pretend to have, claim, challenge, or demand, any dower or thirds, or right thereto, or any other right, title, claim, or demand, of, in, or to the same, or any part or parcel thereof, in whosoever hands, seizin, or possession, the same may

or can be ; but thereof and therefrom shall be utterly debarred and forever excluded by these presents. In witness whereof, etc.

Signed, etc.

[*If the above release is to be a general one, instead of describing the particular premises as above, proceed as follows:—“ of her, the said Anna R., of, in, or to, all and every the messuages, lands, tenements and real estate, whereof the said Henry C. Hastings died seized or possessed, or whereof he was seized or possessed at the time of his intermarriage with the said Anna R., or at any time since, wheresoever the same may lie and be situate ; so that neither she, the said,” etc., concluding as before.*]

Deed of a Right of Way.

THIS INDENTURE, made this fourteenth day of May, in the year of our Lord one thousand eight hundred and —, between Stephen Moody, of Cairo, County of Alexander, and State of Illinois, of the one part, and Sylvester Burns, of Cairo aforesaid, of the other part: witnesseth, that the said Stephen Moody, for and in consideration of the sum of one hundred dollars, lawful money of the United States, unto him well and truly paid by the said Sylvester Burns, at and before the ensealing and delivery hereof, the receipt whereof is hereby acknowledged, hath granted, bargained, and sold, and by these presents doth grant, bargain, and sell, unto the said Burns, his heirs and assigns, the free and uninterrupted use, liberty, and privilege of, and passage in and along a certain alley or passage, of ten feet in breadth by one hundred feet in depth, extending out and from [*describing the direction of the way*]. Together with free ingress, egress, and regress to and for the said Burns, his heirs and assigns, and his and their tenants, under-tenants [*if for a carriage-way, here add, “with carts, vehicles, carriages, horses, or cattle, as by him or them shall be necessary and convenient:”*] at all times and seasons forever thereafter, into, along, upon, and out of the said alley or passage-way, in common with him, the said Moody, his heirs and assigns, and his and their tenants, or under-tenants, To have and to hold all and singular the privileges aforesaid to him the said Sylvester Burns, his heirs and assigns, to the and their only proper use and

behoof, in common with him, the said Stephen Moody, his heirs and assigns, as aforesaid. [*Here add, if desired*, "Subject, nevertheless, to the moiety or equal half part of all necessary charges and expenses, which shall from time to time accrue in paving, amending, repairing and cleansing the said alley or passage-way."] In witness whereof, etc.

Signed, etc.

Deed of Trust, for the Benefit of a Married Woman.

THIS INDENTURE, made the second day of January, in the year of our Lord one thousand eight hundred and —, between George Channing, of Logansport, County of Cass, and State of Indiana, of the one part, and Nimrod Boyer, of said Logansport, of the other part: witnesseth, that the said George Channing, for and in consideration of the sum of one hundred dollars, to him in hand paid by the said Nimrod Boyer, for the uses and upon the trusts hereinafter mentioned, at and before the ensealing and delivery hereof, the receipt whereof he does hereby acknowledge, has granted, bargained, sold, aliened, enfeoffed, released, and confirmed, and by these presents doth grant, bargain, sell, alien, enfeoff, release and confirm, unto the said Nimrod Boyer, his heirs and assigns forever, all that certain piece or parcel of land, situate, etc., [*describe the premises*]: together with all and singular the buildings and improvements to the same belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof. To have and to hold the said piece or parcel of land, with the appurtenances, hereby granted, or intended so to be, unto the said Nimrod Boyer, his heirs and assigns forever: In trust, nevertheless, and for the uses following, and none other, that is to say, for the sole and separate use of Lucy Boyer, the wife of Nimrod Boyer, of Logansport, County and State aforesaid, for and during her natural life, and so as she alone, or such person as she shall appoint, shall take and receive the rents, issues, and profits thereof, and so as her said husband shall not in any wise intermeddle therewith; and, from and after the decease of the said Lucy Boyer, in trust for the use of the heirs of the body of the said Lucy Boyer, by the said Nimrod Boyer begotten, or to be begotten, forever; with power to the said Nimrod Boyer, to sell and convey, in fee simple, the whole, or any part, of the aforesaid premises and appurtenances,

to any person or persons, and for such sum or sums of money, as the said Lucy Boyer, by writing under her hand and seal, and duly acknowledged at any time during her natural life, may appoint and direct; and the said George Channing, for himself, his heirs, executors, and administrators, doth covenant and agree, to and with the said Nimrod Boyer, his heirs and assigns, by these presents, that he, the said George Channing, and his heirs, the said above-mentioned and described piece or parcel of land, with the appurtenances, unto the said Nimrod Boyer, his heirs and assigns, against him, the said George Channing, and his heirs, and against all and every other person and persons whomsoever, lawfully claiming or to claim the same, or any part thereof [*if a special warranty is desired*, add here, "by, from, or under him, them, or any of them,"] shall and will warrant and forever defend by these presents. In witness whereof, etc.

Signed, etc.

Deed of Gift.

THIS INDENTURE, made the fifteenth day of August, in the year of our Lord one thousand eight hundred and —, between Nicholas Clay, of Burlington, County of Des Moines, and State of Iowa, of the one part, and Henry Clay, son of the said Nicholas Clay, of the other part; Witnesseth, that the said Nicholas, as well for, and in consideration of the natural love and affection which he, the said Nicholas, hath and beareth unto and toward the said Henry, as also for the better maintenance, support, and livelihood of him, the said Nicholas, has given, granted, aliened, enfeoffed, and confirmed, and by these presents, doth give, grant, alien, enfeoff, and confirm, unto the said Henry, his heirs and assigns, all that messuage or tract and parcel of land situate in [*describing the property by boundaries*], together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, property, claim, and demand whatsoever, of him, the said Nicholas, of, in, and to, the said messuage, tenements, and premises, and every part and parcel thereof, with their, and every of their appurtenances.

To have and to hold the said messuage, tenements, hereditaments, and all and singular the premises hereby granted and confirmed, or

mentioned, or intended so to be, with their, and every of their appurtenances, unto the said Henry, his heirs and assigns, to his and their sole use and behoof forever. And the said Nicholas, for himself, his heirs, executors and administrators, doth covenant and agree to and with the said Henry, his heirs and assigns, by these presents, that he, the said Henry, his heirs and assigns, shall and may lawfully, from time to time, and at all times hereafter, peaceably and quietly have, hold, use, occupy, possess, and enjoy the said messuage and premises hereby granted and confirmed, or mentioned, or intended so to be, with the appurtenances to each and all belonging, free, clear, and fully discharged, or well and sufficiently kept harmless and undiminished from and against all former and other gifts, grants, bargains, sales, jointures, dowers and estates, and of, from, and against all former and other titles, troubles, charges and incumbrances whatsoever, had done, or made, or supposed so to be, by him, the said Nicholas, his heirs or assigns, or any other person or persons lawfully claiming, or to claim, by, from, or under him, them, or any of them. In witness whereof, etc.

Signed etc.

Ground Rent Deed.

THIS INDENTURE, made the eighth day of March, in the year of our Lord one thousand eight hundred and —, between Ezra Thompson, of the City and County of Philadelphia, State of Pennsylvania, and Esther his wife, of the one part, and Silas Lawson, of the same place, of the other part: Witnesseth, that the said Ezra Thompson, and Esther his wife, as well for and in consideration of the sum of one dollar, lawful money, unto them, at or before the sealing, and delivery hereof, by the said Silas Lawson well and truly paid, the receipt whereof is hereby acknowledged, as of the payment of the yearly rent and taxes, and performance of the covenants and agreements hereinafter mentioned, which, on the part of the said Lawson, his heirs and assigns, is and are to be paid and performed, have granted, bargained, sold, aliened, enfeoffed, released, and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, and confirm, unto the said Lawson, his heirs and assigns, all that certain lot or piece of ground, situate and being [*describing the premises*], together with all and singular the improvements, ways,

streets, water-courses, rights, privileges, hereditaments, and appurtenances whatsoever, unto the same belonging, or in anywise appertaining, and the reversion and reversions thereof: To have and to hold the above-described lot or piece of ground, with the appurtenances, unto the said Lawson, his heirs and assigns, to his and their sole use and behoof forever. Yielding and paying therefore and thereunto, unto the said Ezra Thompson, his heirs and assigns, the yearly rent or sum of one hundred dollars, lawful money of the United States, in half-yearly payments, on the first day of the months of July and January, in each and every year hereafter, forever, without any reduction or abatement whatever for, or by reason of, any charges, taxes, or assessments whatsoever, to be assessed on the said lot hereby granted, or on the said yearly rent hereby, therefrom and thereout reserved and made payable; the first half-yearly payment to be made on the first day of July, in the year of our Lord one thousand eight hundred and —; and upon default of paying the said yearly rent on the days and times and in the manner aforesaid, it shall and may be lawful for the said Thompson, his heirs and assigns, to enter into and upon the said hereby granted premises, or any part or parcel thereof, and into the buildings thereon to be erected, and to distrain for such yearly rent so then in arrear and unpaid, and to proceed with and sell such distrained goods and effects according to the usual course of distresses for rent-charges. But, if sufficient distress for the purposes aforesaid and the payment of the charges attendant upon such levy cannot be found upon the said premises, it shall and may be lawful for the said Thompson, his heirs and assigns, wholly to re-enter upon the said lot and all its improvements, and the same to have again, repossess, and enjoy as fully and completely as though this indenture had never been executed. And the said Lawson, for himself, his heirs, executors, administrators, and assigns, doth covenant, promise, and agree to and with the said Thompson, his heirs and assigns, by these presents, that he, the said Lawson, the said yearly rent or sum of one hundred dollars, lawful money as aforesaid, shall and will, well and truly pay or cause to be paid, on the days and times hereinbefore mentioned and appointed for such payment, without any deduction or abatement for or by reason of, any charges, taxes, or assessments whatsoever; it being the express agreement of the parties hereto, that the said Lawson, his heirs and assigns, shall pay all taxes whatso-

ever that shall hereafter be laid or assessed, by virtue of any law whatsoever, upon the herein granted lot or the buildings thereon to be there erected, or the said yearly rent charged thereon, or upon either or all of them; also that he, the said Lawson, his heirs or assigns, shall and will, within one year from the date hereof, erect and build on the said hereby granted lot, a good and substantial brick or stone building, of sufficient value to secure the said yearly rent hereby reserved. Provided always, nevertheless, that if the said Lawson, his heirs or assigns, shall and do, at any time hereafter, pay, or cause to be paid, unto the said Thompson, his heirs or assigns, the sum of fifteen hundred dollars, lawful money as aforesaid, and all arrearages of the said yearly rent to the time of such payment, then the same shall forever thereafter cease and be extinguished, and the covenant for payment thereof shall become void: and then he, the said Thompson, his heirs or assigns, shall and will, at the proper costs and charges in law of the said grantor, his heirs and assigns, seal and execute a sufficient release and discharge of the said hereby reserved yearly rent, to the said Lawson, his heirs and assigns forever, any thing hereinbefore to the contrary contained notwithstanding. And the said Thompson, for himself, his heirs, executors, and administrators, doth covenant, promise, and agree, to and with the said Lawson, his heirs and assigns, by these presents, that he, the said Lawson, his heirs and assigns, paying the said yearly rent, or extinguishing the same, together with the taxes, and performing the covenants and agreements aforesaid, shall and may at all times hereafter forever, freely, peaceably, and quietly have, hold, and enjoy, all and singular the premises hereby granted, with the appurtenances, and take and receive the rents and profits thereof, without any molestation, interruption, or eviction of the said Lawson, his heirs, or any other person or persons whomsoever, lawfully claiming, or to claim, by, from, or under, him, them, or any of them. In witness whereof, the said parties have hereunto interchangeably set their hands and seals, the day and year first above written.

Signed, etc.

EZRA THOMPSON, [SEAL.]

ESTHER THOMPSON, [SEAL.]

SILAS LAWSON, [SEAL.]

Release of Ground-Rent by Endorsement.

KNOW ALL MEN BY THESE PRESENTS, that Ezra Thompson, and Esther his wife, the within-named grantors, for and in consideration of the sum of fifteen hundred dollars, lawful money of the United States, unto us in hand paid by Seth Lawson, son of the within-named grantor, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have extinguished, remised, released, and forever quit-claimed, and by these presents do extinguish, remise, release, and forever quit-claim, unto the said Seth Lawson, his heirs and assigns, all that the within-mentioned and reserved yearly ground-rent or sum of one hundred dollars, lawful money of the United States, issuing and payable out of all that the within-mentioned lot or piece of ground [*describing the premises*], bounded and being as the same is in and by the within indenture more fully and particularly described; so that neither we, the said Ezra Thompson and Esther his wife, nor our heirs, nor any other person or persons whosoever, lawfully claiming, or to claim, by, from, or under us, them, or any of them, shall, at any time hereafter, have, claim, or demand, any estate, right, rent, or rent-charge of, in, to, or out of, the above-described lot of ground, or any part thereof; but of and from all such claims and demands shall be utterly debarred, and forever excluded by virtue of these presents. In witness whereof, etc.

Signed etc.

ATTESTATIONS.—An attestation is a brief certificate annexed to an instrument, by signing which the witness vouches for the execution. The ordinary form of attestation (as has been given heretofore) is, “signed, sealed and delivered, in the presence of us.” Where there are interlineations, the following should be used: “Signed, sealed, and delivered, the words ‘and his heirs and assigns,’ (or *whatever the interlined words may be*) having been previously interlined in the eleventh and fifteenth lines (or, *wherever they may occur,*) in the presence of us.” Where there are erasures and interlineations, the following: “Signed, sealed, and delivered, the words (*inserting them enclosed in quotation marks*)

having been previously stricken out of the sixteenth line, (or, *wherever the erasure may be*), and the words (*inserting as before*) interlined in the same (or, *the appropriate line*). When an instrument has been executed by a blind person, the following: "The above-written instrument was signed, sealed, and delivered by the above-named (*as the case is*), and he being blind, the same was carefully and deliberately read over to him in presence of us."

ACKNOWLEDGMENTS.—The declaration of the grantor, before a competent officer, that he executed the deed, as also the certificate of the officer upon the instrument, that such declaration was made before him, is called an acknowledgment. The common form of acknowledgment of a deed by husband and wife, has already been given, in connection with the first form of deed.

Acknowledgment by Power of Attorney.

GALLATIN COUNTY, ss :

Before me, the subscriber, one of the Justices of the Peace, within and for said county, personally came the above-named Thomas Smith, and in his own name, and in the name of his constituent, the above-named Richard Ray, (*according to the power of attorney*), in due form of law acknowledged the above-written indenture to be his own act and deed, and the act and deed of his constituent, the said Richard Ray, by him, the said Thomas Smith dono and executed, by virtue of a power of attorney to him for that purpose granted, [to the end that the same might as such be recorded.]

In testimony whereof, etc.

Acknowledgment by a Corporation.

CITY OF SAVANNAH, ss :

Be it remembered, that on the first day of July, A. D. 18—, before me, Ewing Chauncey, Esq., Mayor of said City, (or *any proper officer*), personally appeared Edwin Hamlin, Esq., President of the above-named Corporation, and being duly sworn, (or *affirmed*), deposeth and saith, that he was personally present at the execution of the above, (or *within*) written indenture, and saw the common seal of the said Corporation of "The President, Directors and Company

of the Bank of Georgia," duly affixed thereto, and, that the seal so affixed thereto is the common and corporate seal of the said corporation, and, that the above (or *within*) written deed was duly signed, sealed and delivered, by, as, and for the seal and deed of the said Corporation, for the uses and purposes therein mentioned; and that the name of this deponent, subscribed to the said deed as President of the said Corporation, in attestation of the due execution and delivery of the said deed, is of this deponent's own proper hand-writing, and his own signature by him personally made.

EDWIN HAMLIN.

Sworn, (or *affirmed*,) and subscribed, the day and year aforesaid, before me, as witness my hand and seal,

EDWIN CHAUNCEY, [SEAL.]

Mayor.

Acknowledgment by Special Partners.

WINNEBAGO COUNTY, ss:

Before me, one of the Justices of the Peace within and for the said county, personally appeared the above-named Henry Hill, Amos Adams, and Chauncey Goodrich, who severally in due form of law, acknowledged the foregoing certificate as, and for their act and deed, and the act and deed of each of them; [to the end, etc., *as above*.]

Witness my hand and seal, etc.

Acknowledgment by a Wife, when a Separate Examination is required.

JEFFERSON COUNTY, ss:

Before me, the subscriber, one of, etc., (*as before*) personally came Abby R. Cobb, wife of Darius E. Cobb, described in the foregoing (or *within*) deed, who, in due form of law, acknowledged the above indenture to be her act and deed, [and desired that the same might be recorded as such.] The said Abby R., being of full age, and by me examined separate and apart from her said husband, and the contents of the foregoing indenture being first fully made known to her, declared that she did voluntarily and of her own free will and accord, seal, and as her act and deed deliver the same, without any coercion or compulsion of her said husband.

In testimony whereof, etc.

**Acknowledgment of a Deed, Executed by an Infant, and
Confirmed at Majority**

DARIEN COUNTY, ss :

Before me, the subscriber, etc., personally came the above-named Roger Sargent, who executed the foregoing indenture, and thereupon duly acknowledged that the said indenture was formerly executed by him when he was an infant, under the age of twenty-one years; and that he has since arrived at the full age of twenty-one years, and is desirous of confirming his former execution thereof; and that he now acknowledges that he executed the same as and for his act and deed, [and desires that the same may be recorded as such according to law.] In testimony whereof, etc.

Acknowledgment by Grantor, known to the Officer.

SUMTER COUNTY, ss :

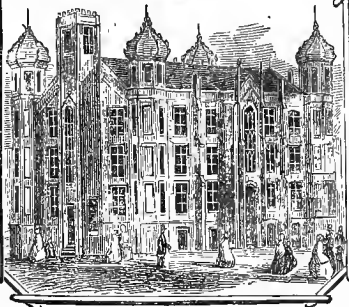
On this ninth day of September, A. D. 18—, Ralph Hugh came before me, and personally acknowledged that he had executed the foregoing (or *within*) indenture; and I certify that I know the said Ralph Hugh, who made the said acknowledgment, to be the individual described in, and who executed, the said indenture. In witness whereof, etc.

By Grantor Identified by a Witness.

ONONDAGA COUNTY, ss :

On the first day of, etc., Thomas Timmins came before me, and acknowledged that he had executed the within, (or *foregoing*,) conveyance; and at the same time came William Wilson, residing in the town of Cicero, in said county, who, being duly sworn (or *affirmed*) by me, deposed and said, that he knew the person making the said acknowledgment to be the individual described in, and who executed the said conveyance; which to me is satisfactory evidence thereof. In witness whereof, etc.

EXEMPTION LAWS.



PUBLIC HIGH SCHOOL, ST. LOUIS, MISSOURI.

THE various States of the Union have deemed it expedient to provide for the exemption of certain property, both real and personal, from all liability to seizure and sale upon execution for debts. Though these provisions are widely different in the different States, it

will be found, upon inspection of them, that the Legislatures have been actuated by a disposition to protect the family of an unfortunate debtor from exposure to the biting calamities of abject poverty. Such exemption may, however, be waived, where no express statutory enactment forbids it.

The general provisions of the various "Exemption Laws" in each State are as follows, viz. :—

ALABAMA.—Real estate, not exceeding *forty acres* in quantity, or *four hundred dollars* in value, if reserved for the use of the family, and not situated within the limits of any corporate town or city.

ARKANSAS.—For all debts contracted since December 8th, 1852, *one hundred and sixty acres*, or one city or town lot, without reference to the value, with all improvements.

CALIFORNIA.—For debts contracted since June 1, 1851, or contracted at any time outside of the State, the homestead, consisting of a quantity of land, together with the dwelling-house thereon and its appurtenances, and not exceeding *five thousand dollars* in value; the same to be selected by the owner. Such exemption does not extend to mechanics' or debtors' liens, or to any mortgage lawfully obtained.

CONNECTICUT.—No real estate is exempted; only certain specified personal property.

DELAWARE.—No real estate exemption; only certain household goods of free white citizens, also the library, tools, or implements of the debtor necessary for exercising his profession or trade, provided that all the articles exempted shall not exceed the value of *one hundred dollars*.

DISTRICT OF COLUMBIA.—No homestead exemption.

FLORIDA.—Such portion of the property of every actual householder with a family, as may be necessary for the support of himself and family, not exceeding *one hundred dollars* in value. For every farmer, *forty acres* of land, of which he cultivates ten, provided the property does not exceed *two hundred dollars* in value. Every owner of, and actual resident in, any dwelling-house in a city, town, or village, may hold the same exempt, provided that it does not exceed *three hundred dollars* in value.

GEORGIA.—For every white citizen, the head of a family, *fifty acres* of land, which, including dwelling-house and improvements, must not exceed *two hundred dollars* in value; also, *five* additional acres for every child under fifteen years of age. If a city or town lot, not to exceed *two hundred dollars* in value.

ILLINOIS.—The lot of ground, and the buildings thereon occupied as a residence, of every householder with a family, to the value of *one thousand dollars*; such exemption to continue after the death of such householder, for the benefit of the widow and family, some one or more of them continuing to occupy such homestead, until the

youngest child becomes twenty-one years of age, and until the death of such widow. No release or waiver of such exemption to be valid, unless in writing, subscribed by such householder, and acknowledged in the same manner as deeds.

INDIANA.—Real or personal property, to the amount of *three hundred dollars*, except for laborers' and mechanics' liens. A widow is also entitled to personal property to the same amount. No waiver of such exemption can be made in a binding form.

IOWA.—In the case of residents of the State, or of persons coming therein with the intention of remaining, the articles necessary for the support of the family, including provision and fuel for six months' use; also, the earnings of the debtor for his personal services, or those of his family, for ninety days; and, as a homestead, any quantity of land, not exceeding *forty acres*, used for agricultural purposes, together with the dwelling-house thereon and its appurtenances; or, instead thereof, a lot, not exceeding *one-half of an acre*, being within a recorded town-lot, city, or village, with the dwelling-house thereon and appurtenances, owned and occupied by a resident of the State, provided that such lot, dwelling-house and appurtenances shall not exceed *five hundred dollars* in value. Such exemption does not extend to any laborer's or mechanic's lien, or any mortgage lawfully obtained, which expressly stipulates that the homestead is liable; but such mortgage or conveyance of the homestead is void, unless signed by both husband and wife. The debtor must select his own homestead, and have it marked out, plotted and recorded in the homestead-book, or the officer having the execution must have it done, and add the expenses to the writ.

KENTUCKY.—No homestead exemption; only household and kitchen furniture not exceeding *one hundred dollars*.

LOUISIANA.—No homestead exemption; widows and minor children, if left in needy circumstances, are allowed *one thousand dollars* out of the estate of the deceased.

MAINE.—The real estate of any householder in actual possession thereof, to the value of *five hundred dollars*, provided he file in the

registry of deeds of the county wherein the property lies, a certificate for that purpose; a few articles of household furniture, tools, provisions, etc., are also exempted.

MARYLAND.—No exemption, although the Constitution directs the Legislature to pass laws, exempting from judicial sales property not exceeding *five hundred dollars* in value.

MASSACHUSETTS.—The homestead of a debtor to the value of *eight hundred dollars*; also, wearing apparel, certain articles of household furniture, amounting to about one hundred and fifty dollars, fifty dollars' worth of provisions, the stock, tools, etc., of a mechanic or artisan, amounting to *two hundred dollars* in value, fifty dollars' worth of books, one cow, six sheep, one swine, two tons of hay, and ten dollars' worth of fuel.

MICHIGAN.—The homestead of a householder not exceeding *forty acres*, and the dwelling-house thereon with its appurtenances, to be selected by the owner, and not included in any recorded town-plot, city, or village; or, if so included, then, at the option of the owner, one lot, with the dwelling-house and appurtenances, not exceeding *fifteen hundred dollars* in value. Such homestead is exempt during the minority of the owner's children, and the occupancy of his widow. This exemption extends to those owning and occupying houses on lands not their own, if such be claimed as homesteads. If personal property, the following exemptions:—household goods, furniture, etc., not exceeding two hundred and fifty dollars; tools, stock, etc., necessary to the conduct of trade or business, to the same amount; library, not exceeding one hundred and fifty dollars in value, and other articles of minor value. This exemption of personal property can not be waived by the debtor.

MINNESOTA.—*Eighty acres* of land, with a dwelling-house thereon, in any incorporated town-plot, city, or village; such exemption not to extend to mortgages already upon the premises at the time of the passage of the Act, (1858,) no mortgage being valid without the signature of the wife.

Of personal property: wearing apparel, beds, bedding, household

stores, cooking utensils, and other household furniture, not exceeding five hundred dollars in value ; provisions for one year's support of the debtor and family, whether provided or growing ; fuel for one year ; mechanics' tools and implements, with four hundred dollars' worth of stock ; the library and implements of professional men ; three cows, ten swine, one yoke of oxen, and one horse ; or, instead of one yoke of oxen and a horse, a span of horses, or mules ; twenty sheep, with their wool, whether in the raw state or manufactured ; the necessary food for the stock ; one wagon, cart, or dray ; one sleigh, two plows, one dray, and other farming implements not exceeding three hundred dollars in value. The exemption does not hold in any case against claims for clerks', laborers', or mechanics' wages.

MISSISSIPPI.—*One hundred and sixty acres* of land of the head of a family, with the dwelling and implements thereon ; or, if in a town or city, the residence, not exceeding *fifteen hundred dollars* in value. Of personal property : the furniture, etc., of a head of a family, to the value of five hundred dollars ; and the agricultural implements of a farmer, the tools of a mechanic, the library of an attorney, physician, or minister, to the value of two hundred and fifty dollars

MISSOURI.—The real or personal property, selected by the head of a family, not exceeding *one hundred and fifty dollars* in value ; the usual articles of domestic use, the usual bedding, and other necessary household and kitchen furniture, not exceeding twenty-five dollars in value ; all books necessary to the profession of a lawyer, minister, or physician, may be selected in place of other property, if desired ; or a physician may select works and medicines instead.

NEW HAMPSHIRE.—A homestead, to the value of *five hundred dollars*, which descends to the widow or minor children ; of which exemption there can be no waiver, except by deed.

NEW JERSEY.—The lot, and buildings thereon occupied as a residence by the owner, if a householder and head of a family, to the value of *one thousand dollars* (under certain stringent statutory provisions) ; such exemption to continue, after the death of such

householder, for the benefit of the widow and family, one or more of them continuing to occupy such homestead, until the youngest child shall become twenty-one years of age, and until the death of the widow; and no release or waiver of such exemption shall be valid. If the homestead exceed one thousand dollars in value, it may be sold or divided. Personal property to the amount of two hundred dollars, belonging to a resident head of a family, is also exempt; the same to be appraised under oath by three persons appointed by the sheriff.

NEW YORK.—The same homestead exemption as in New Jersey, with the same provisions as to its continuance after the death of the householder; but the deed of the property must show that it is intended to be held as such homestead, or a notice of such intent must be executed and acknowledged by the householder and recorded in the "Homestead Exemption Book" of the proper county. No property, however, is exempt from sale for non-payment of taxes or assessments, or for a debt contracted in its purchase, or before the recording of the aforesaid deed or notice. No release or waiver of such exemption is valid, unless the same be in writing, subscribed by such householder, and acknowledged in the same manner as is required in case of deeds. Of personal property, in addition to the usual exempted articles of household use, and the tools of a mechanic not exceeding twenty-five dollars, other furniture, tools, or a team are exempted, to the value of one hundred and fifty dollars.

NORTH CAROLINA.—No homestead exemption. Of personal property, the following, in addition to the wearing apparel, etc. ordinarily exempted, provided the same have been set apart before seizure: one cow and calf, ten bushels of corn or wheat, fifty pounds of bacon, beef, or pork, or one barrel of fish; all necessary farming tools for one laborer, one bed, bedstead, and covering for every two members of the family, or such other property, not exceeding fifty dollars at cash valuation, as the freeholder appointed for that purpose may deem necessary for the comfort and support of the family.

OHIO.—The family homestead of the head of a family, not exceeding *five hundred dollars* in value, so long as the debtor, the widow,

or an unmarried minor child resides thereon, although the title to the land may be in another. If there be no family homestead, additional personal property, to the amount of three hundred dollars, to be selected by appraisers, is allowed to the head of a family. The earnings of a debtor for his personal services during three months immediately preceding the levy of an execution, are exempt from being taken in execution, if necessary for the use of a family supported wholly, or in part, by his labor.

PENNSYLVANIA.—Real or personal property, to the value of *three hundred dollars*, if claimed by the debtor, exclusive of all wearing apparel, Bibles and school-books in use in the family. Such exemption may be waived in the body of a note, or in a confession of judgment.

RHODE ISLAND.—No homestead exemption. Of personal property; the household furniture and family stores of a housekeeper, not exceeding two hundred dollars in value, together with the necessary wearing apparel, one cow, one hog, and working tools, not exceeding fifty dollars in value.

SOUTH CAROLINA.—To every family *fifty acres* of land, with the dwelling-house thereon, not exceeding *five hundred dollars* in value, and situate without the limits of a town, corporation, or city. Of personal property, all free household articles, also one horse, and provisions to the value of twenty-five dollars.

TENNESSEE.—The homestead of every head of a family, to the value of *five hundred dollars*, provided a declaration and due notice of such intention be signed, sealed, and delivered by such head, and duly registered in the office of the Register of the County, and the claimant permanently resides in such homestead. The benefit of such exemption extends to the widow, and the children during their minority. The customary articles of household furniture, farming utensils, mechanics' tools, and the like, are also exempted.

TEXAS.—The homestead of a family, not exceeding *two hundred acres*, or any town or city lot, or lots, not exceeding in value *two thousand dollars*. The widow is entitled to the same exemption.

Household and kitchen furniture, not exceeding two hundred dollars in value, together with all implements of husbandry, and the like, are also exempted. An unmarried man is entitled to the same, excepting the two hundred acres of land. He may retain a town-lot and improvements, to the value of five hundred dollars.

VERMONT.—A homestead to the amount of *five hundred dollars*.

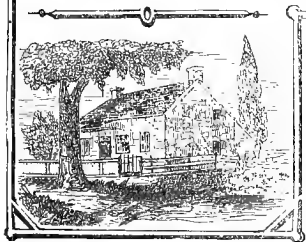
VIRGINIA.—No homestead exemption. A husband or parent may retain a few household articles of furniture and provisions, and a mechanic, the tools and utensils of his trade, not exceeding twenty-five dollars in value. Family portraits and engravings are also exempted; and slaves cannot be sold without the debtor's consent, where there are other goods and chattels of sufficient value.

WISCONSIN.—A homestead, not exceeding *forty acres*, used for agricultural purposes, and the dwelling-house thereon, with its appurtenances, to be selected by the owner, and not included in any town-plot, city, or village; or, if the owner desire instead, a lot of land, not exceeding *one quarter of an acre*, with the dwelling-house thereon and appurtenances, situate within a recorded town-plot, city, or village. A dwelling-house owned by any person, and situate on land not his own, but rightly in his possession by lease or otherwise, is also exempted, if the occupant claims such house as his homestead. Owners of homesteads may remove from and sell the same; such removal and sale does not render such homesteads subject to forced sale or execution against the owner, except in judgment for foreclosure of mortgages. The homestead descends to the widow, who may hold it during her widowhood.

Of personal property, the following: The family Bible, family pictures, or school-books, the debtor's library, a seat or pew in church, all the wearing apparel of the debtor and his family, all beds, bedsteads, and bedding kept and used by them, all stoves and appendages, cooking utensils, all other household furniture not above specified, to the value of two hundred dollars, two cows, ten swine, one yoke of oxen, and one horse, or instead thereof a span of horses, ten sheep, with their wool, the food necessary for the support of the exempted stock for one year, one wagon, cart, or dray, one sleigh,

one plow, one drag, other farming utensils, including tackle for team, to the amount of fifty dollars, the provisions, whether provided or growing, necessary for one year's support of the debtor and his family, with fuel needed for the same time, the tools and implements, or stock in trade, used and kept for the exercise of the business or trade of any mechanic, miner, or other person, not exceeding two hundred dollars in value, the library and implements of any professional man to the same amount; and all moneys arising from insurance upon the homestead, together with the earnings of all persons for sixty days immediately preceding the issuing of any process from any court in the State.

GUARDIAN AND WARD.



MR. YEOMAN'S HOUSE, NEAR KINGSTON, N. Y.
A RELIC OF THE REVOLUTION.

A GUARDIAN is a person who has, by appointment of law, the care of the person or property, or both, of an infant. Such infant, in relation to his guardian, is called a ward. A guardian is appointed either by the father, by will or otherwise in his lifetime, or by the proper court

having jurisdiction in matters of probate, or by the infant himself. In the absence of any statute regulation controlling the matter, an infant is competent in law to select his guardian at the age of fourteen years.

The power of a guardian over his ward, and the reciprocal duties of the two, are very nearly the same as grow out of the relation of parent and child. The guardian, however, unlike the father, is not entitled to the service of the ward; nor is he bound, as is the father, to support him out of his own estate. He must provide for the employment and education of his ward according to his circumstances and condition in life, and may bind him as an apprentice to some useful trade or calling. When mild measures fail, in the case of a vicious and disobedient ward, he has authority to use a reasonable degree of correction. If the guardian supply his ward with a reasonable allowance for necessaries, suitable to his condition in

life, he is not liable for any additional necessities furnished to him by others ; and if he pay for articles not necessities supplied to him, he will not be allowed to charge such payments against the ward's estate. The marriage of a female ward puts an end to the guardianship.

The modes of procedure to be observed as to the appointment of a guardian, the security to be given by him, the time and nature of his accounts and the like, are prescribed by the special statutes of the various States.

Petition for Appointment of a Guardian for a Minor under the Age of Fourteen Years.

TO THE HONORABLE, the Judges (*or Judge* of the Orphans' Court *or the proper court*), for the County of York.

The petition of Wilson C. Snow, a minor child of Samuel Snow, deceased, late of the County of York by his mother, Susan E. Snow, (*or, any proper person*) respectfully represents :—

That the petitioner is under the age of fourteen years, and has no person legally authorized to take charge of his person and estate ; he, therefore prays the Court to appoint some suitable person his guardian for that purpose.

And he will ever pray, etc.

SUSAN C. SNOW,
for WILSON SNOW.

Same, by a Minor over Fourteen Years.

TO THE HONORABLE, etc. [*as before*].

The petition of Henry T. Snow respectfully represents : That the petitioner is a minor child above the age of fourteen years, of Samuel C. Snow, deceased, late of the County of York, that he has no person legally authorized to take care of his person and estate, and prays the Court that he may be permitted to make choice of a suitable person for that purpose.

And he will ever pray, etc.

HENRY T. SNOW.

Bond by Guardian.

KNOW ALL MEN BY THESE PRESENTS, that we, Erastus Brooks and Stephen Arnold, both of York, County of York, and State of Pennsylvania, are held and firmly bound unto the Commonwealth of Pennsylvania (or, *the proper obligee, according to statute*), in the sum of five thousand dollars, lawful money, to be paid to the said Commonwealth, her certain attorney or assigns; to which payment, well and truly to be made, we do bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents: sealed with our seals, and dated this second day of July, A. D. 18—. The condition of this obligation is such, that if the above-bounden Erastus Brooks, guardian of Henry T. Snow, a minor child of Samuel C. Snow, late of said York, deceased, shall at least once in every three [or, *as the requirement is*] years, and at any other time when required by the Orphans' Court (or, *the proper court*) of the County of York, render a just and true account of the management of the property and estate of the said minor under his care, and shall also deliver up the said property agreeably to the order and decree of the said court, or the direction of law, and shall in all respects faithfully perform the duties of guardian of the said Henry T. Snow, then the above obligation shall be void; otherwise it shall remain in full force and virtue.

Signed, sealed and delivered }
 in presence of }
 AMOS ABBOTT,
 JOHN WHITE.

ERASTUS BROOKS, [SEAL.]
 STEPHEN ARNOLD, [SEAL.]

 Petition of Guardian for Leave to Sell Part of Ward's Real Estate.

TO THE HONORABLE, ETC. (*as before.*)

The petition of Erastus Brooks, who was, on the second day of July, A. D. 18—, appointed by your Honorable Court, Guardian of the person and estate of Henry T. Snow, a minor over the age of fourteen years, respectfully represents:—

That said minor is seized in fee of [*describing the real estate which it is desired to sell*]; that the said minor's personal estate is insufficient for his maintenance and education; [*or, that it would be for the interest of the said minor, that the said real estate should be sold.*]

Your petitioner herewith exhibits, attached to this, his petition, a true and perfect inventory and conscionable appraisement of all the personal estate whatever of said minor, together with a full and more correct statement and description of all the real estate of the said minor, wheresoever situated, which has come to his knowledge. Your petitioner therefore prays your honorable Court to grant him an order to make sale of the above-described real estate, with the appurtenances; and he will ever pray, etc. ERASTUS BROOKS.

[Here add appraisement of the personal estate, with a full description of all the real estate of said minor, wherever situated.]

Affidavit to Above.

COUNTY OF YORK, ss :

Erastus Brooks, the above-named petitioner, being duly sworn (or *affirmed*), doth depose and say, that the facts set forth in the foregoing petition are just and true, and that the inventory and appraisement of the personal estate of said minor, and the statement of the said minor's real estate, which are thereunto annexed, are just and true, to the best of his knowledge and belief.

ERASTUS BROOKS.

Sworn (or *affirmed*) and subscribed this fifth day of September,
A. D. 18—, before me,

HUGH CORDIS,
Justice of the Peace.

Bond by Guardian on above Application.

KNOW ALL MEN BY THESE PRESENTS, that we, Erastus Brooks and Joseph Snow, both of York, County of York, and State of Pennsylvania, are held and firmly bound unto the Commonwealth of Pennsylvania (or *the proper obligee*), in the sum of one thousand dollars, lawful money, to be paid to the said Commonwealth; to which payment, well and truly to be made, we do bind ourselves, our heirs, executors, and administrators, firmly by these presents: sealed with our seals, and dated this fifth day of September, in the year one thousand eight hundred and —.

The condition of this obligation is such, that, if the above-bounden Erastus Brooks, guardian of Henry T. Snow, a minor child of Samuel C. Snow, late of said York, deceased, shall and do faithfully

appropriate the proceeds of such sale according to his respective duty, and in such manner as the Orphans' Court (or *the proper tribunal*) of the County of York shall legally decree, then the above obligation to be void and of no effect; otherwise to be and remain in full force and virtue.

Signed, sealed and delivered } in presence of }	ERASTUS BROOKS, [SEAL.] JOSEPH SNOW, [SEAL.]
HARRIS COOK, ROBINSON CHAIN.	

Guardian's Deed for Lands of Ward.

THIS INDENTURE, made by order of Court, the third day of November, in the year of our Lord one thousand eight hundred and —, between Erastus Brooks, guardian, legally appointed by the Orphans' Court (or *the proper court*) of the County of York, of the estate of Henry T. Snow, a minor son of Samuel C. Snow, late of said York, deceased, of the one part, and Charles Foster, of said York, of the other part: Whereas the said Samuel C. Snow was in his life-time lawfully seized in his demesne, as of fee, of and in a certain tract of land, situate in said York, and bounded and described as follows: (*describing the premises*), with the appurtenances, and being so thereof seized, died intestate; [*if a will was made, proceed as follows, after the word, "seized:"*]—"made his last will and testament in writing, bearing date the sixth day of June, A. D. 18—, whereby, among other things, he did give and devise the said tract of land unto his said son, Henry T. Snow, and his heirs, as in and by the said in part recited will, since his decease duly proved and remaining in the Register's Office (or *proper office*) at said York, reference thereto being had, appears:"] and, whereas, at an Orphans' Court (or *proper court*) held at York aforesaid, in and for the said Court upon the petition of the said Henry T. Snow, the said Erastus Brooks was duly appointed guardian of the estate of the said Henry T. Snow, during his minority, and it appearing to the said Court, that the said Henry T. Snow was not possessed of personal estate sufficient for his maintenance and education (or *assigning the reasons offered in the petition*), the said Court did then and there make an order empowering the said Erastus Brooks to make public sale of the said tract of land, the estate of the said Henry T. Snow, for

the purposes aforesaid, and to make a title thereto to the purchaser; in pursuance whereof the said Erastus Brooks, having first given bond with sufficient security (*following the requirements of the statutes,*) for the faithful discharge of the trust thus committed to him, did, on the thirteenth day of October, A. D. 18—, on the premises aforesaid, in accordance with the said order, expose the premises therein mentioned to sale by public vendue, and sold the same to the said Charles Foster, at and for the sum of twenty-eight hundred dollars, he being the best bidder, and that being the highest and best price bid for the same, which sale on report thereof made to the Judges of the said Court, on the first day of November, A. D. 18—, was confirmed by the said Court, as by the records and proceedings of the said Court, reference thereto being had, will more fully appear: Now, this indenture witnesseth, that the said Erastus Brooks, for and in consideration of the sum of twenty-eight hundred dollars, to him in hand paid by the said Charles Foster, at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, released, and confirmed, and by these presents doth grant, bargain, sell, alien, release, and confirm (by virtue of the powers and authorities to him given by the aforesaid order of the Orphans' Court, and in pursuance of the directions thereof), unto the said Charles Foster, his heirs and assigns, all that the above-mentioned and described tract of land, with the appurtenances; Together with all and singular the rights, liberties, privileges, hereditaments, and appurtenances whatsoever, thereunto belonging, or in any wise appertaining, and the reversions, remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, property, claim, and demand whatsoever, of the said Samuel C. Snow, in his life-time, at and immediately before the time of his decease, of, in, to, or out of the same. To have and to hold the said tract of land, hereditaments and premises hereby granted and mentioned, or intended so to be, with the appurtenances, unto the said Charles Foster, his heirs and assigns, to his and their sole use and behoof forever. [*If a special warranty is desired, here add, as follows:—*“And the said Erastus Brooks doth covenant, promise and agree to and with the said Charles Foster, his heirs and assigns, by these presents, that he, the said Erastus Brooks, hath not done, committed, or knowingly and

willingly suffered to be done or committed, any act, matter, or thing whatsoever, whereby the premises aforesaid, or any part thereof, are, is, shall, or may be, impeached, charged, or incumbered in titles, charge, or estate, or otherwise howsoever.]

In witness whereof the said Erastus Brooks, guardian as aforesaid, hath hereunto set his hand and seal, the day and year first above-written.

Signed, sealed and delivered }
 in presence of
 LUTHER MOORE,
 RUDOLPH RICE.

ERASTUS BROOKS, [SEAL.]

YORK COUNTY, ss :

Before me, the subscriber, one of the Justices of the Peace within and for the said County, personally came the above-named Erastus Brooks, guardian of the estate of Henry T. Snow, a minor son of Samuel C. Snow, late of said York, deceased, who in due form of law acknowledged the above indenture to be his act and deed as such guardian, [to the end that the same might be recorded as such according to law.]

In testimony whereof I have hereunto set my hand and seal, this third day of November, A. D. 18—. THOMAS TRASK, [SEAL.]

Justice of the Peace.

Release of Guardian by his Ward.

KNOW ALL MEN BY THESE PRESENTS, that I, Henry T. Snow, of York, County of York, and State of Pennsylvania, having attained the age of twenty-one years, do hereby acknowledge that I have this day had and received of and from Erastus Brooks, my guardian, duly appointed by the Orphans' Court, (or, *the proper Court,*) of the said County of York, the sum of two thousand three hundred and ninety dollars and thirty-three cents, together with the bond and mortgage to him, as guardian aforesaid, given by Thomas West and his sureties, agreeably to the order of the said Court, in full satisfaction and payment of my share of the estate, real and personal, of my late father, Samuel C. Snow, deceased. And I do therefore, by these presents, remise, release, quit-claim, and forever discharge the said Erastus Brooks, his heirs, executors and adminis-

trators, of and from the said guardianship, and of and from all actions, suits, payments, accounts, reckonings, claims, and demands whatsoever, for, or by reason thereof, or of any other act, matter, cause, or thing whatsoever, from the beginning of the world to the day of the date hereof. In witness whereof, etc.

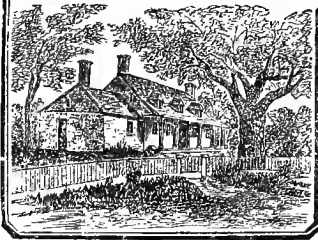
Guardian's Account.

ERASTUS BROOKS, Guardian of Henry T. Snow, one of the children and heirs of Samuel C. Snow, late of York, deceased, in account with the estate of the said Henry T. Snow.

18—.	DR.	Dolls.	Cts.	18—.	CR.	Dolls.	Cts.
	The said guardian charges himself as follows, viz.:				The guardian asks allowance for the following sums, paid on account of his said ward, viz.:		
July 6.	Amount received of Charles Cabot, executor (or <i>administrator</i>) of the said Samuel C. Snow, being the proportion of the personal estate (or <i>as the case is</i>), due the said Henry T. Snow, as one of the heirs of the said Samuel C. Snow, deceased.	10	12 40	July 6.	Paid George Ward, clerk's fees, . . .	5	00
				"	Paid Andrew Blood attorney's fees, . .	50	00
Aug. 1.	Cash received on Thomas Hart's bond and mortgage, . .	75	00	Jan. 1.	Paid Mary Smith, for six months' boarding of ward, . . .	60	00
"	Cash received on Mary White's note, .	184	56	"	Paid Matthew Myers, for one year's tuition, . . .	24	00
Aug. 20.	Cash received for one year's rent of house on Main street, in York,	125	00	"	Paid Henry Hurd, for school books, .	16	20
Sept. 1.	Cash received of dividend on Consolidation Bank Stock, . .	64	44	May 3.	Paid Dr. R. Smith's bill for medical attendance, . . .	15	80
Oct. 1.	Cash received for one year's interest on David Walker's note, .	40	00	July 10.	Loaned Thomas West, on his bond and mortgage,	1500	00
Nov. 3.	Cash received of Charles Foster, for land sold to him by order of Orphans' Court,	2800	00	Sept. 1.	Paid for stating this account, . . .	20	00
				" 10.	Paid clerk for filing the same,	5	00
				"	Commission on \$4,301 40 (at 5 per cent.),	215	07
				"	Cash in hand, . .	2390	33
				"	Amount of assets now on hand, as follows, viz. :—		
					Mortgage of Thos. West, . . . \$1500 00.		
					Cash on hand, . . . 2,390 33		
					3,890 33		
September 10, 18—.		4,301	40		ERASTUS BROOKS.	4,301	40

Affidavit must be made to this, for which see forms previously given.

HOTELS AND BOARDING HOUSES.



THE ROSE AND CROWN. A TAVERN OF THE
OLDEN TIME.

THE keeper of a hotel, or inn, is liable for whatever is deposited in his hands; but, if the person depositing reposed his trust in another person living in the house, the case is otherwise. In actions by guests against hotel-keepers, they are competent witnesses to prove the value of the

goods and chattels so deposited.

Where a safe, or other secure place of deposit for valuables is provided by the inn-keeper, and notice of such a provision is given to the guest (of which notice a written or printed placard, placed in the room of such guest in a conspicuous place, as upon the inside of the door, is sufficient evidence,) the proprietor will not be responsible for any loss which may ensue of such valuables, unless they be entrusted to the proprietor personally.

In those States which have made the sale of liquor at hotels, except under certain restrictions, an indictable offense, a debt incurred for liquor, purchased of a hotel-keeper, not protected by the Statute, is null and void.

Special legislation in many of the States has given the keepers or proprietors of inns, hotels, and boarding-houses a lien upon the goods and chattels of their boarders, for board remaining due and unpaid to a certain amount. In such cases, the proprietor, after the required notice to the boarder, may proceed to sell such goods and chattels, repaying to the boarder any excess over his own claim against such boarder.

INSOLVENTS.



CORNWALLIS'S HEAD-QUARTERS AT
HILLSBOROUGH, N. C., 1781.

AN Insolvent, or bankrupt, is one who is unable to pay his just debts.

The leading provisions in the Statutes of various States as to the disposition of the property of insolvent debtors, will be found accurately collected below.

CONNECTICUT.—Assignments of insolvents, must be for all the creditors, and of all the estate, both real and personal, except property specifically exempt from execution, and real estate lying out of the State ; and, in case of sole assignors, one hundred dollars in cash ; and take effect from the time they are filed in the office of the Court of Probate. By such assignments, all attachments made within sixty days previous are vacated ; but the costs made thereon must be fully paid. Any conveyance made by a debtor in failing circumstances with a view to insolvency, with the intent of giving a preference to a creditor taking it with a knowledge of that fact, is avoided by an assignment made within sixty days afterward. Any creditor, issuing process to collect a debt exceeding one hundred dollars, which is returned with the endorsement, "No goods," may file, in the Probate Court, an application for a trustee in insolvency of the debtor, who, upon appointment, shall have all the powers of a trustee by voluntary assignment ; such appointment taking effect from the date of the application therefor. An insolvent is entitled to a full discharge from all debts proved against his estate, provided

he surrender, under oath, all his estate, real and personal, at home and abroad, and such estate pay seventy per cent. of his indebtedness.

DELAWARE.—Any resident of the State for the year preceding, who is imprisoned for debt, damages, or costs in a civil action, may obtain his discharge, upon petitioning the Supreme Court of the county and executing a deed of assignment of all his real and personal estate upon trust for all his creditors.

DISTRICT OF COLUMBIA.—No insolvent act in force, except in regard to corporation fines.

FLORIDA.—No special insolvent law. Persons who cannot pay their debts, by making the proper affidavit may retain certain property exempt from execution; the rest being applicable to payment of their debts.

GEORGIA.—In general assignments, preferences to particular creditors are allowed. In order to entitle a person to take the benefit of "The Honest Debtor's Act," he must file a schedule of all his property (if any he returned, the Court appoints a receiver), give his creditors notice, and take the required oath.

IOWA.—No general assignment of property by an insolvent for the benefit of his creditors is valid, unless made for the benefit of all, in proportion to the amount of their respective claims. In case of an unconditional assignment for the benefit of all, the assent of the creditors is presumed.

KENTUCKY.—All assignments and mortgages made for specific creditors, except such mortgages as are made at the creation of the claim or liability, are for the benefit of all the creditors, if proceeded against within six months.

LOUISIANA.—The preference in an assignment by an insolvent of any creditors over others, under any circumstances, is a highly penal offense. The surrender of his property to all of them equally, may be voluntarily made by the insolvent, or he may be compelled so to do by his creditors. Such a surrender discharges all debts placed

by the insolvent in his schedule, if a majority of his creditors in number, and in amount for more than one-half of all his indebtedness, agree to the same. Such a discharge does not impair the remedy of creditors upon contracts made out of the State, or between a citizen of this State and a citizen of another State, against such property as the insolvent may acquire after his discharge.

MARYLAND.—Confessions of judgments, or assignments made to defraud creditors, or giving an undue preference, are void, and the property assigned or conveyed rests in the trustee of the insolvent. A condition, requiring creditors to release the debtor, does not invalidate the deed of trust.

MASSACHUSETTS.—All voluntary payments, assignments, and preferences, made in contemplation of insolvency are abolished. Assignment upon sufficient consideration, and legally assented to by creditors are valid, but are void against dissenting creditors.

Under the Insolvent Act, at least three meetings of creditors are required. At the first, held from ten to twenty days after the insolvents' petition, creditors may prove their claims and choose an assignee of the insolvent's estate; at the second, held two months' afterward, the debtor makes oath that he has delivered up all his property not exempt, and may be examined under oath, at the instance of any creditor; at the third, held six months from the first, the assignee renders his account. Claims may be proved at each meeting; but no claim receives a dividend unless proved, and they are reckoned in cash upon the day of the first publication of the notice of the insolvent's petition.

MINNESOTA.—All deeds of gift, conveyances, transfers, or assignments, verbal or written, of goods, chattels, or things in action, made in trust for the use of the person making the same, are void against the then existing, or subsequent, creditors of such person

NEW HAMPSHIRE.—No assignments, preferring particular creditors, are valid; but, under a general assignment, the property is distributed among all creditors in proportion to their respective claims.

NEW JERSEY.—Assignments must be for the benefit of all creditors, without any preference; and creditors must apply within six months' or they are barred from the benefit of an assignment. Creditors coming in under the assignment, and accepting their dividend, can have no further remedy against their debtor, unless he has rendered a fraudulent schedule of his assigned property.

NEW YORK.—Assignments preferring creditors are not prohibited; but every conveyance or assignment of real or personal property, made with the intention of hindering, delaying, or defrauding creditors, is void. An insolvent debtor may procure his discharge after executing an assignment of all his estate for the benefit of his creditors, by filing his petition, signed by himself and as many of his creditors as represent two-thirds of all the debts owing by him within the United States. Any creditor of a person, who has been imprisoned sixty days upon execution for debt, may petition to compel an assignment, if he have a claim against the debtor to the amount of twenty-five dollars then due. An insolvent may petition for an assignment of his estate for the benefit of all his creditors, and an exemption of his person from arrest. Debtors charged in execution for a sum not exceeding five hundred dollars, may petition the court for a discharge; also, any debtor so imprisoned for a sum exceeding five hundred dollars, after being imprisoned for three months; and the court may order him to execute an assignment of all his property.

NORTH CAROLINA.—Assignments to preferred creditors are allowed; the only remedy in case of alleged fraud being by bill in Equity.

OHIO.—Assignments of property in trust, in view of insolvency, with the design of preferring particular creditors to the exclusion of others, inure to the benefit of all creditors in proportion to their respective claims.

PENNSYLVANIA.—The same provision as to assignments preferring creditors, as in Ohio. Miners and laborers in forges, machine-shops, etc., are made preferred creditors for their wages, not exceeding fifty dollars, when their employers make an assignment.

RHODE ISLAND.—In general assignments for the benefit of creditors, preferences are prohibited, where the poor debtor's oath is taken; before taking such oath, however, an assignment with preferences may be made. The Insolvent Act only protects the debtor's person from arrest.

SOUTH CAROLINA.—By "The Prison Bound Act," the debtor is released forever from his indebtedness to the party suing, and all other creditors are prevented from suing for one year. The Insolvent Debtors' Act releases from all creditors who accept the provisions of the assignment.

TEXAS.—A person may be declared a bankrupt, by first filing his petition, with a sworn inventory of his debts, with the Chief Justice of the county; three weeks notice of the application; conveyance by petitioner of all his effects to Commissioners in Bankruptcy, chosen by the creditors; all claims not presented within twelve months are barred; examination of the petitioner, his oath, and certificate of discharge.

VERMONT.—No assignment is valid unless it provide for an equal distribution of the assets among all the creditors.

VIRGINIA.—A deed of trust to secure debts, or indemnify sureties, may be made by describing the property and debts intended to be secured. The trustee in such a deed, unless provision be otherwise made, shall, whenever required by any secured creditor, after default has been made in the payment of such debt, or of any part thereof, sell the property so conveyed by deed, or as much as may be necessary, at public auction for cash, having first given reasonable notice of the time and place of sale, and shall apply the proceeds, first; to pay expenses, including a commission given to the trustee of five per cent. on the first three hundred dollars, and two per cent. on the residue, and then *pro rata*, (or, in the order of priority, if any, provided by the deed,) to the payment of the secured debts and the indemnity of the sureties provided for by deed; paying the surplus, if any, to the grantor, his heirs, personal representatives, or assigns.

COMPOSITION is an agreement made upon a sufficient consideration, between a debtor and his creditor, by which the creditor accepts a part of the debt due to him, in satisfaction of the whole.

General Form of Composition.

TO ALL TO WHOM THESE PRESENTS SHALL COME, We, whose names are hereunder written and seals affixed, creditors of Allen Brown, of Glasgow, county of Beaver, and State of Kentucky, send greeting: Whereas, the said Allen Brown doth justly owe and is indebted unto us, his said several creditors, in divers sums of money, but by reason of many losses, great hindrances, and other damages happened unto him, the said Allen Brown, he has become, and is, utterly unable to pay and satisfy us our full debts: Now, know ye, that we, the said creditors of the said Allen Brown, do, for ourselves, severally and respectively, and for our several and respective heirs, executors and administrators, covenant, promise, compound and agree, to and with the said Allen Brown, his executors and administrators, and to and with each and every of them, by these presents, that we, the said several and respective executors, administrators, and assigns, shall and will accept, receive, and take of and from the said Allen Brown, his executors, and administrators, for each and every dollar that the said Allen Brown owes, and for which he is indebted to us, the said several and respective creditors, the sum of sixty (or, *as the case is,*) cents, in full discharge and satisfaction of the several debts and sums of money that the said Allen Brown owes, and for which he is indebted to us, the said creditors respectively; so that the said sum of sixty cents, to be paid for each and every dollar that the said Allen Brown owes, and for which he stands indebted to us, the said several and respective creditors, be paid unto us, the said several and respective creditors, our several and respective executors, administrators, or assigns, within the time or space of six months, next after the date of these presents (or, *as may be agreed upon*): And we, the said several and respective creditors, do, severally and respectively, for ourselves, our several and respective heirs, executors, administrators, and assigns, covenant, grant, promise, and agree, to and with the said Allen Brown, his executors and administrators, that he, the said Allen Brown, his executors, administrators, and

assigns, shall and may, from time to time, and at all times within the said term or space of six months (or, *as the case is,*) next ensuing the date hereof, assign, sell, or otherwise dispose of his said goods and chattels, wares and merchandise, at his and their own free will and pleasure, for and toward the payment and satisfaction of the said sixty cents for every dollar the said Allen Brown oweth, and for which he is indebted to us, the said respective creditors, as aforesaid: And that neither we, the said several and respective creditors, nor any of us, nor the executors, administrators, or assigns of us, or of any of us, shall or will, at any time hereafter, sue, arrest, molest, trouble, attach, imprison, or condemn the said Allen Brown, his executors, administrators, or his or their goods and chattels, for any debts or other thing now due and owing to us, or to any of us, his respective creditors as aforesaid, so as the said Allen Brown, his executors or administrators, do well and truly pay, or cause to be paid, unto us, his said several and respective creditors, the said sum of sixty cents for every dollar he oweth, and for which he standeth indebted unto us respectively, within the said term or space of six months, (or, *as the case is,*) next ensuing the date hereof. [*If desired to make the composition void, unless all the creditors become parties to it, proceed as follows:—*“Provided, always, that neither these presents, nor any thing herein contained, shall bind us, any, or either of us, whose names and seals are hereunto subscribed and set, unless all and each of the creditors of the said Allen Brown shall have sealed and executed this agreement on or before the ——day of —— next ensuing.”] In witness whereof, the parties to these presents have hereunto set their hands and seals, the fifth day of April, A. D. 18—.

Signed, sealed and delivered }	WILLIAM B. RODNEY,	[SEAL.]
in presence of }	EDWIN E. MARIAN,	[SEAL.]
NEWTON HARRIS,	DANIEL DANIELS,	[SEAL.]
OBED RUNNELS.	DAVID R. FOOTE,	[SEAL.]

Letters of Extension to an Embarrassed Debtor.

TO ALL TO WHOM THESE PRESENTS SHALL COME: We, who have hereunto subscribed our names, and affixed our seals, creditors of Murray Rush, of Natchitoches, Parish of Natchitoches, and State of Louisiana, merchant, send greeting:—Whereas the said Murray Rush

on the day of the date hereof, is indebted unto us, the several creditors hereunder named, in divers sums of money, which at present he is wholly unable to pay and satisfy, and which he cannot pay and satisfy, unless respite and time be given him for payment and satisfaction thereof: Know ye, therefore, that we, the said several creditors, and each and every of us, at the particular request of the said Murray Rush, have given and granted, and by these our present letters do give and grant, unto the said Murray Rush, full and free liberty, license, power, and authority, to attend to, discharge, and negotiate any affair, business, matter or thing whatsoever, at any place or places whatsoever, without any let, suit, trouble, arrest, attachment or any other impediment to be offered or done unto the said Murray Rush, his goods, chattels, wares, merchandise, moneys, or other effects whatsoever, by us or any of us, or by the heirs, executors, administrators, or assigns of us, or any of us, or by our, or any of our, means of procurement, to be sought, attempted, or procured to be done, for and during twelve (or, *as the case is,*) months next ensuing the date hereof: And we, the said creditors, for ourselves, our heirs, executors, administrators, and assigns, hereby covenant and agree to and with the said Murray Rush, that neither we, nor any of us, nor our heirs, executors, administrators, or assigns, nor any of them, shall or will, during the time aforesaid; sue, arrest, attach, or prosecute him, the said Murray Rush, for, or on account of our respective debts, or any part thereof: And that, if any trouble, wrong, damage, or hindrance be done unto the said Murray Rush, in goods, chattels, or estate, for or by reason of such debts, within the aforesaid term of twelve months next ensuing the date hereof, by us or any of us, the said creditors, or by any person or persons, by or through the procurement, advice or consent of us, or of either of us, contrary to the true intent and meaning of these presents; then the said Murray Rush, by virtue thereof, shall be discharged and acquitted forever, against such of us the said creditors, his and their executors, administrators, and assigns, by whom, or by whose procurement, advice. or consent, he, the said Murray Rush, shall be so troubled, wronged, damaged or hindered, in goods, chattels, or estate, of and from all manner of actions, suits, deeds, charges, debts, claims, and demands whatsoever, from the beginning of the world to the day of the date hereof.

In witness whereof, (*as before*).

Short form of General Assignment for Benefit of all Creditors.

For a valuable consideration, I hereby assign, transfer, and set over unto John C. Reimer, of Portland, County of Cumberland, and State of Maine, and Rufus C. Davis, of the same place, their heirs and assigns, all my estate, real, personal and mixed, to which I am in any manner entitled, for the use of all my creditors.

Witness my hand and seal, this eighth day of September, A. D. 18—

Signed, sealed and delivered }
in presence of
JAMES ROOT,
CEPHAS DRAKE.

FRANCIS E. COOK, [SEAL.]

Assignment by Deed Poll, for the Benefit of Creditors ratably, with Schedule.

KNOW ALL MEN BY THESE PRESENTS, that I, Carlos Campbell, of Westminster, County of Carroll, and State of Maryland, in consideration of the sum of one dollar to me paid by David Dana, of the same place, the receipt whereof I hereby acknowledge, and of the uses, purposes, and trusts hereinafter mentioned, have granted, bargained, sold, assigned, transferred and set over, and by these presents do grant, bargain, sell, assign, transfer and set over, unto the said David Dana, his heirs and assigns, all my lands, tenements, hereditaments, goods, chattels, and effects, and all accounts, debts, and demands due, owing, or belonging to me, together with all securities for the same: which said lands, goods, chattels, debts, and demands, are particularly enumerated and described in a schedule hereunto annexed, marked "Schedule A." To have and to hold the same, with the appurtenances, unto the said David Dana, his heirs, executors, administrators, and assigns: In trust, nevertheless, that the said David Dana shall forthwith take possession of the hereby assigned premises, and with all reasonable diligence sell and dispose of the same, at public or private sale, for the best price that can be obtained, and convert the same into money; and shall, as soon as possible, collect the debts, accounts, and demands aforesaid; and with and out of the proceeds of such sales and collections, after deducting and paying all reasonable costs, charges, and expenses attending the execution of the herein created trusts, together with a reasonable compensation to the said David Dana, shall pay

to each and every of my creditors, (a full list of whom, with the amount due to each, is contained in a schedule hereunto annexed, marked "Schedule B.,") the full sum that may be due and owing to them from me. And if the proceeds of the sales and collections shall not be sufficient fully to pay and satisfy each and all of my said creditors, then the said David Dana shall, with and out of the proceeds, pay the said creditors rateably, and in proportion to the amount due and owing to each. And if, after fully paying all the said creditors, there shall be any balance or residue left of the said proceeds, the said David Dana shall pay and return the same to me, the said Carlos Campbell. And, in furtherance of the premises, I, the said Carlos Campbell, do hereby make, constitute and appoint the said David Dana, my true and lawful attorney, irrevocable, with full power and authority to do all acts and things which may be necessary in the premises, and to the full execution of the said trusts; and for the purposes aforesaid, to ask, demand, recover and receive of and from all and every person and persons, all the property, debts, and demands, due, owing, and belonging to me, and to give acquittances and discharges for the same; and in default of delivery or payment in the premises, to sue, prosecute, and implead for the same; and to execute, acknowledge, and deliver all necessary deeds and instruments of conveyance; and also, for the purposes aforesaid, or any part thereof, to make, constitute, and appoint one or more attorneys under him, and at his pleasure to revoke the same; hereby ratifying and confirming whatever my said attorney, or his substitutes, shall lawfully do in the premises.

In witness whereof I have herenunto set my hand and seal this 15th day of June, in the year one thousand eight hundred and—

Scaled, and delivered, etc.

CARLOS CAMPBELL, [SEAL.]

SCHEDULE A., REFERRED TO IN THE FOREGOING (OR ANNEXED)

ASSIGNMENT.

All that certain piece of ground, with the dwelling-house thereon, in said Westminster, bounded and described as follows: (*describing it; and if any incumbrances, mention them.*)

Goods and merchandise in the store in my occupation in said Westminster, as follows: (*giving the items.*)

Household furniture in the dwelling-house aforesaid, as follows (*naming the pieces.*)

Fifty shares of stock of the Baltimore and Ohio R. R. Co.	
Simeon Trafton's note, dated Oct. 1, 18—, three months, .	\$2500
A judgment recovered against William H. Morris, in the Superior Court of Baltimore, for	976
A claim for damages, for loss of goods, etc., against the Philadelphia, Wilmington and Baltimore R. R. Co., for	300
Thomas Clayton's note, dated Nov. 3, 18—, nine months, .	225
Thomas Hardy's bond in my favor for	1000
Book debts and balances due me, as follows: (<i>describing them</i>).	
Dated this fifteenth day of June, A. D. 18—.	

CARLOS CAMPBELL.

SCHEDULE B., REFERRED TO IN THE FOREGOING (OR ANNEXED)
ASSIGNMENT.

Promissory note made by me, to Leonard Ray, dated September 13, 18—, six months,	\$3500
Promissory note made by me, to J. Perry & Co., dated August 1, 18—, five months,	800
A judgment obtained against me, in the Circuit Court for the County of Carroll, for	3235
Balance due on a due-bill given by me to Hart Maginnis, for goods,	375
Balance due on due bill given by me to Michael Flinn, for labor,	119
Book debts due the following persons: (<i>giving items</i>).	
Dated this fifteenth day of June, A. D. 18—.	

CARLOS CAMPBELL.

LANDLORD AND TENANT.



RESIDENCE OF GENERAL ANTHONY WAYNE,
NEAR WEST CHESTER, PENN.

A LANDLORD is one who lets or leases real estate to another; the tenant is one in actual possession of the land. The contract existing between the two parties, is styled a lease; which is a conveyance of lands, or lands and tenements, generally in consideration of money to be

paid for the same, called rent, for life, for years, or at will. The party making the lease is also called the lessor: he, to whom it is made, the lessee. Leases should be made in duplicate, each party having an original.

It is prudent in all cases to have leases reduced to writing; the common wording of the conveyance being, "demise, grant, and to farm let." In all States where the English Statute of Frauds has been substantially re-enacted, all leases not put in writing and signed by the party, have the effect of leases or estates at will only, excepting leases not exceeding the term of three years.

The landlord, or lessor, by virtue of his relation to the tenant, or lessee, is bound to perform all the express covenants into which he has entered in executing the lease; to secure to the tenant the quiet enjoyment of the premises leased; and to repair the premises leased, if he expressly covenants so to do.

He has a right to receive the rent agreed upon, and to enforce all the express covenants, into which the tenant has entered; to require that the premises leased be so treated that no unnecessary injury is done, or waste committed; and to have the possession at the expiration of the lease.

A lease from year to year, is where no definite time is fixed for its termination, but it is to continue at the pleasure of the landlord, or of both parties; a lease for years, is every estate which is to expire at a period certain and determined beforehand.

If no time is stated, in a lease for a year, when the rent is to be paid, the rent is not due until the end of the year; unless a different requirement is made by Statute.

In order to terminate a tenancy from year to year, the tenant is entitled to a notice to quit the premises (which it is better to have in writing, signed by the landlord or his agent), within the time prescribed by the Statute Law of the particular State. Of such notice, if in writing, it is advisable to preserve a copy, signed by the witness who delivered the original, and bearing the date and mode of service, also signed by him. Such a tenant is entitled to six months notice in New York, Vermont, Kentucky, and Tennessee; to three months in Pennsylvania; and to two months in Massachusetts.

In some of the States, when rent is due and unpaid, the landlord may seize without legal process whatever goods (not exempt) may be found upon the premises, retain them as a pledge for the payment of the rent, and after complying with certain requirements, sell them. This is called the right of distress, or the right to distrain. In Maine, New Hampshire, Massachusetts, Vermont, Rhode Island, Connecticut, New York, Alabama, Mississippi, North Carolina and Ohio, this right does not exist; in Pennsylvania, New Jersey, Delaware, Indiana, Illinois, Maryland and Virginia, the essential features of the English law, relative to distresses, are believed to be retained;

while in Florida, Georgia, Kentucky and Texas, this summary process has been placed under some humane restrictions.

A tenant is not bound to pay taxes, unless there is an express stipulation to that effect. If he make an *unconditional* covenant to repair, he can be compelled to rebuild the premises, if wholly destroyed by fire; in the absence of a covenant to repair, he is only bound to repair injuries occasioned by his voluntary negligence; and under a general covenant to repair, with an express exception of casualties by fire or the elements, he is bound simply to leave the premises in as good condition as received by him.

After assignment of a lease, (which it is in the power of the tenant to make, unless forbidden by the instrument itself,) in which the lessee has covenanted to pay rent, he is still responsible to the landlord for the rent, unless the latter expressly, and in writing, discharge him and accept his assignee as tenant.

At the expiration of a lease, the tenant may remove whatever he has added to the premises, (unless he has originally built it or manifested an intent to make it an entire part of what was originally there), if he can do so without injuring the premises. An outgoing tenant of a farm for agricultural purposes, has no right, in some States, to remove from the land so occupied by him, manure made on the land from its produce during such occupancy. When a farm is leased for agricultural purposes, its cultivation according to good husbandry is implied.

A lease of land for one year from the first day of April, expires on the last day of March of the ensuing year.

A tenant in possession of property without an agreement as to time, is generally deemed a tenant from year to year.

A tenancy at will may be terminated in the Eastern States, by giving three months' notice in writing; in the Middle and Southern States, six months'; in the Western States, one month's.

A tenant may underlet, unless forbidden by the lease.

Lease of a Farm for a Term of Years.

THIS INDENTURE, made the fourth day of March, in the year of our Lord one thousand eight hundred and —, between Salathiel Croly, of Coldwater, County of Branch, and State of Michigan, of the one part, and Theobald Matthews, of the same place, of the other part, witnesseth; that the said Salathiel Croly, for, and in consideration of the yearly rent and covenants hereinafter mentioned and reserved, on the part and behalf of the said Theobald Matthews, his heirs, executors and administrators, to be paid, kept and performed, hath demised, set, and to farm let, and by these presents doth demise, set, and to farm let, unto the said Theobald Matthews, his heirs and assigns, all that certain messuage or tenement, tract, piece or parcel of land, situate in Coldwater aforesaid, adjoining lands of (*naming the owners of the adjoining tracts*), and now in the tenure and occupancy of George Graham, (or, *as the case is,*) containing three hundred acres, be the same more or less, [or, if preferred, *describe the premises by metes and bounds as in a deed,*] together with all and singular the buildings, improvements, and other the premises hereby demised, with the appurtenances. To have and to hold the same unto the said Theobald Matthews, his heirs and assigns, from the first day of April next ensuing the date hereof, for and during the term of five years, thence next ensuing, and fully to be completed and ended; the said Matthews yielding and paying for the same unto the said Croly, his heirs and assigns, the yearly rent or sum of six hundred dollars, on the first day of April, in each and every year during the term aforesaid; the first payment of which said yearly rent or sum of six hundred dollars, is to be made on the first day of April, A. D. 18—. [*If the rent is payable in produce, after the words "yielding and paying," proceed as follows: "thereout unto the said Croly, his heirs and assigns, for the yearly rent as follows: one-half of all the winter grain, one-third of all the summer grain, raised and growing upon the premises, etc.," following the agreement.*] And, at the expiration of the said term, he, the said Matthews, his heirs and assigns, shall and will quietly and peaceably surrender and yield up the said demised premises, with the appurtenances, unto the said Croly, his heirs and assigns, in as good order and repair as the same now are, reasonable wear, tear and casualties which may happen by fire or otherwise only excepted.

In witness whereof, the said parties have hereunto set their hands and seals, the day and year aforesaid.

Signed, sealed and delivered }	SALATHIEL CROLY,	[SEAL.]
in presence of }	THEOBALD MATTHEWS,	[SEAL.]
	RAY RAYMOND,	
	CHESTER CRISSLY.	

Short Form of a Lease of Dwelling-House for a Term of Years

THIS AGREEMENT, made on the first day of May, in the year one thousand eight hundred and —, witnesseth, that Hamilton Harding, of Weston, County of Platte, and State of Missouri, hath rented from Albert Knox, of Weston aforesaid, a certain piece or parcel of land, situated on the easterly side of Benton street, between Cass and Buchanan streets, whereon is erected a brick, (or, *as the case is*), dwelling-house, No. 34, for three years from the above date, at the rate of one hundred and fifty dollars *per annum*, payable quarterly. The said Harding shall give three (or, *as the case is*,) months' notice, previous to the expiration of said term, of his intention to remove; and three (or *as the case is*,) months' notice previous to the expiration of said term being given to him, the said Harding, to quit the premises, he shall, at the expiration thereof, deliver unto the said Knox, peaceable possession of the said premises, in the same order and condition as when he took possession thereof, common wear and casualties which may happen by fire or otherwise excepted. In default of a notice as aforesaid, this agreement shall be considered as renewed for the succeeding term. In witness whereof, etc.

Signed, sealed, etc.

HAMILTON HARDING, [SEAL.]

ALBERT KNOX, [SEAL.]

Short Form of Lease, with Covenant by Tenant not to Underlet, and to waive all Exemption Laws.

THIS AGREEMENT, made the first day of April, A. D. 18—, witnesseth, that Eddy Ingalls, of Chatfield, County of Fillmore, and State of Minnesota, has rented of Hooper Coates, of the same place, the following described premises, viz.: (*describing them*,) for the term of one year from the date hereof, at the rate of one hundred dollars per year, to be paid in equal quarterly payments, on the first of July, October, January and April. The said Ingalls shall give

Coates thirty (or, *as the case is,*) days notice, previous to the expiration of the said term, of his intention to remove; and the same number of days notice previous to the expiration of said term being given by Coates, or his assigns, to Ingalls to quit the premises, he, the said Ingalls, will quit and yield up peaceable possession of the said premises and appurtenances at the expiration of the said term, in the same order and condition as when he first took possession thereof, reasonable wear and tear, and casualties, happening by fire or otherwise, excepted. And the said lessee agrees not to underlet the said premises, or any part thereof, without the written consent of the said lessor or his assigns first had and obtained; and the said Ingalls further covenants for himself and his heirs, that he and they do and will waive all, and all manner of exemptions from distress, so that all and every the goods, chattels, and effects, which may at any time be upon the said premises, without any exception whatever, shall and may be liable to be distrained and sold for rent in arrears. In witness whereof, etc.

Witness,

THOS. RARY,

CHAS. HEIM.

EDDY INGALLS, [SEAL.]

HOOPER COATES, [SEAL.]

Lease of a House for a Term of Years, with Surety, and Covenant not to Underlet.

THIS AGREEMENT witnesseth, that Walter Bond, of Manchester, County of Hillsborough, and State of New Hampshire, doth hereby let unto Franklin Bryant, of Manchester aforesaid, a certain piece or parcel of land, situate on the northerly side of Amoskeag street, so called, between Brook and Moody streets, so called, whereon is erected a brick dwelling-house, (or, *as the case is,*) No. 148, for the term of four years from the date hereof, at the rent of three hundred dollars *per annum*, to be paid in equal quarterly payments (or, *as the case is*); and the said Bryant doth hereby, for himself, his heirs, executors, and administrators, covenant and promise to pay to the said Bond, or his assigns, the said rents, in the proportions and at the times aforesaid; and the said Bryant, his executors and administrators, shall not and will not, at any time during the said term, let, or demise, or in any manner dispose of, the hereby demised premises, or any part thereof, for all or any part of the term hereby granted, to any person or persons whatsoever,

without the consent and approbation in writing of the said Bond, or his assigns, first had and obtained for that purpose; and, at the expiration of the said term, shall and will yield up and surrender the possession of the said premises, with the appurtenances, unto the said Bond, or his assigns, in the same good order and condition as they now are, reasonable wear and tear thereof, and accidents happening by fire or other casualties, excepted.

It is hereby further agreed, that if the above-named Franklin Bryant should continue upon the above-described premises after termination of the above contract, then this contract is to continue in full force for another year, and so on from year to year, until legal notice is given for a removal. In witness, whereof, etc.

Signed, sealed, etc.

WALTER BOND, [SEAL.]

FRANKLIN BRYANT, [SEAL.]

I, Currier Cushing, of Manchester aforesaid, do hereby agree to be responsible to Walter Bond, the above-named lessor, or his assigns, for the true and faithful performance of the above-named contract on the part of Franklin Bryant, the above-named lessee. In witness whereof, etc.,

CURRIER CUSHING, [SEAL.]

Signed, sealed, etc.

Lease of a House for a Term of Years.

THIS INDENTURE, made the first day of July, one thousand eight hundred and —, between Brewster George, of Jersey City, County of Gloucester, and State of New Jersey, of the first part, and Elijah Bush, of said Jersey City, of the second part, witnesseth: that the said party of the first part hath let, and by these presents doth grant, demise, and let, unto the said party of the second part, his executors, administrators and assigns, all that brick house, messuage or tenement, with all and singular its appurtenances, situate in the Fifth Ward of the said Jersey City, and known as No. 314, in Merchant street, to have and to hold the said premises, with the appurtenances, unto the said Elijah Bush, his executors, administrators, and assigns, for the term of three years from the said first day of July above-named, at the yearly rent of one thousand dollars, to be paid in equal quarter-yearly payments, as long as the said premises are in good tenantable condition. And the said party of the second part doth hereby covenant to pay to the said party of the

first part the said yearly rent, as herein specified, save and except, at all times during the said term, such proportional part of the said yearly rent as shall grow due and accrue during such time as the house shall, without the hindrance of the said party of the second part, be and remain untenable, by reason of accidental fire. And that the said Bush, his executors, administrators and assigns, shall and will, during the said term, at his own proper costs and charges, well and sufficiently keep in repair the said hereby demised premises, with their appurtenances, when and as often as the same shall require, damages by fire alone excepted. And that, at the expiration of the said term, the said party of the second part will quit and surrender the premises hereby demised, in as good a state and condition as reasonable use and wear thereof will permit, damages by fire alone excepted. And, also, that he, the said party of the second part, his executors, administrators, and assigns, shall and will, during the said term, pay and discharge all taxes, assessments and other charges, which shall or may be laid, levied, or imposed upon the said premises, or any part thereof. And the said party of the first part doth covenant, that the said party of the second part, on paying the said yearly rent, and performing the covenant aforesaid, shall and may peaceably and quietly have, hold, and enjoy the said demised premises, for the term aforesaid, without any interruption or molestation of the said party of the first part, his heirs, or any other person whatever, claiming or to claim, by, from or under him, them, or any of them. And, also, that, in case the said premises shall, at any time during the said term, be destroyed or injured by an accidental fire, the said party of the first part, his executors, administrators, or assigns, shall and will forthwith proceed to rebuild, or repair the said premises, placing them in as good condition as the same were before such fire; and that, until such repairs are made and completed, the said rent shall cease.

In witness whereof, etc.

Signed, sealed, etc.

BREWSTER GEORGE, [SEAL.]

ELIJAH BUSH, [SEAL.]

Lease of Lands and Tenements for a term of Years.

THIS INDENTURE, made the twenty-fifth day of March, in the year of our Lord one thousand eight hundred and —, between Lewis

Seaman, of Binghamton, county of Broome, and State of New York, of the one part, and Levi Leonard, of the same place, of the other part, witnesseth: That the said Lewis Seaman, for and in consideration of the yearly rent and covenants hereinafter mentioned and reserved, on the part and behalf of the said Levi Leonard, his executors, administrators, and assigns, to be paid, kept, and performed, hath demised, set, and to farm let, and by these presents doth demise, set, and to farm let, unto the said Leonard, his executors, administrators and assigns, all that messuage and lot of ground, situate, lying and being in Binghamton aforesaid, bounded (*as the case is*); together with all and singular (*describing the real estate*). To have and to hold the said messuage and lot of ground, and all and singular the premises hereby demised, with the appurtenances, unto the said Leonard, his executors, administrators and assigns, from the first day of April next ensuing the date hereof, for and during the term of five years next ensuing, and fully to be completed and ended: yielding and paying therefor unto the said Seaman, his executors, administrators, and assigns, the yearly sum or rent of three hundred and sixty dollars, in four equal quarterly payments (or *as the case is*,) of ninety dollars each, the first of which to be made on the first day of July next. And the said Leonard, for himself, his heirs, executors, and administrators, doth covenant, promise, and agree to and with the said Seaman, his heirs, executors, administrators, and assigns, by these presents, that he, the said Leonard, his heirs, executors, and administrators, shall and will well and truly pay, or cause to be paid, unto the said Seaman, his heirs, executors, administrators, and assigns, the said yearly rent of three hundred and sixty dollars, hereby reserved, on the several days and times hereinbefore mentioned and appointed for the payment thereof, according to the true intent and meaning of these presents. And the said Seaman, for himself, his heirs, executors, and administrators, doth covenant, promise, and agree to and with the said Leonard, his executors, administrators and assigns, by these presents, that he, the said Leonard, his executors, administrators and assigns, (paying the rent, and performing the covenants aforesaid,) shall and may peaceably and quietly have, hold, use, occupy, possess, and enjoy the said demised premises, with the appurtenances, during the term aforesaid, without the lawful let, suit, trouble, eviction, moles-

tation, or interruption of the said Seaman, his heirs or assigns, or any other person or persons whatsoever. In witness whereof, etc.

Signed, sealed, etc.

LEWIS SEAMAN, [SEAL.]

LEVI LEONARD, [SEAL.]

Landlord's Agreement.

THIS is to certify, that I have, this first day of May, A. D. 18—, let and rented unto Charles Dean my house and lot, known as No. 141 in Fifth Avenue, in the City, County, and State of New York, with the appurtenances, and the sole and uninterrupted use and occupation thereof, for one year, to commence this day, at the yearly rent of one thousand dollars, payable quarterly, on the usual quarter-days; rent to cease in case the premises are destroyed by fire.

BETHEL MOORE.

Tenant's Agreement.

THIS is to certify, that I have hired and taken from Bethel Moore, his house and lot, known as No. 141 in Fifth Avenue, in the City, County, and State of New York, with the appurtenances, for the term of one year, to commence this day, at the yearly rent of one thousand dollars, payable quarterly on the usual quarter-days. And I do hereby promise to make punctual payment of the rent in manner aforesaid, except in case the premises become untenable from fire or any other cause, in which case the rent is to cease; and do further promise to quit and surrender the premises, at the expiration of the term, in as good state and condition as reasonable use and wear thereof will permit, damage by the elements excepted. Given under my hand and seal this first day of May, A. D. 18—.

In presence of

CHARLES DEAN, [SEAL.]

GEORGE MORRISON.

Covenants.

The lessee shall not pursue certain occupations.

And also, that he, the said Harlan Hull, his executors, administrators, and assigns, shall not nor will, at any time during the continuance of the term aforesaid, permit or suffer any person or persons to follow, in and upon the premises, or in and upon any part thereof, the trade of a butcher, soap-boiler, glue manufacturer, brewer, distiller, tallow-chandler, or dyer (*as is desired*), or any

nauseous or offensive business whatsoever, without the license and consent of the said Joseph Moore, his heirs, executors, administrators, or assigns, in writing first had and obtained for that purpose.

That lessee shall inhabit part of the premises.

And also, that the said Harlan Hull shall and will personally and with his family inhabit and occupy the said messuage or farm-house, with the appurtenances, and not shut up or desert the same during the said term.

That lessor shall insure against fire.

And that he, the said Joseph Moore, his executors, administrators and assigns, shall and will, at his and their own proper costs and charges, from time to time sufficiently insure all and every the messuages or tenements, erections or buildings erected or built upon the said piece or parcel of ground hereby demised, or any part thereof, from casualties by fire during the said term hereby granted, in some one or more of the safe public offices kept for that purpose in Philadelphia aforesaid.

Notice to Quit.

TO MR. HARLAN HULL:

Sir: Take notice, that as the term of one year for which the tract of land and premises situated in [*describing them*; if in a city or town, say: "the premises situated on the westerly side of Green street, between Thomas and Oxford streets, in the City of Philadelphia;" or, *as the case may be*;] and now occupied by you, were demised by me to you, expired on the first day of April, A. D. 18—, and as I am desirous to have again and repossess the said premises, you are hereby required to remove from and leave the same.

Respectfully yours, etc., JOSEPH MOORE.

Newtown, April 3d, 18—.

Notice of Leaving, by Tenant.

PLEASE take notice, that, on the first day of April next, I shall quit possession of, and remove from, the premises I now occupy, situated in (*describing as the case is*), as tenant under you.

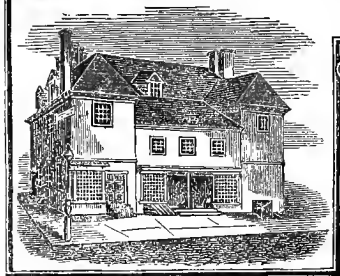
Dated this first day of January, A. D. 18—.

Yours, etc.,

HARLAN HULL.

TO MR. JOSEPH MOORE.

LETTERS OF CREDIT.



RESIDENCE OF WILLIAM PENN, PHILADELPHIA, PA., 1700.

A LETTER OF CREDIT is a letter (usually unsealed) from a person (generally a merchant, exchange broker, or banker,) addressed to his correspondent or factor, (commonly of the same classes,) in another country or place, requesting him to extend to the bearer

credit for a certain sum of money.

Letters of credit are either general or circular, or special: the former being addressed to the grantor's correspondents generally; the latter, to some particular person.

The signature of the person in whose favor the letter is drawn should be added to it, to prevent fraud; and the grantor should at once advise his correspondent by mail, furnishing him a duplicate of the letter of credit, and a particular description of the person in whose favor it is drawn.

Upon presentation of the letter, if the person upon whom it is drawn agree to comply with the request, he is bound to fulfill all the engagements mentioned in it; if he refuse, the bearer should return it at once to the grantor without any other step, unless the merchant upon whom it is drawn is a debtor of the merchant drawing it; in which case he should protest it.

A GUARANTY is a promise or engagement by a person, called a guarantor, that certain engagements made, or to be made, by another person, shall be fulfilled.

A guaranty of a debt already existing, must in most of the States, be in writing; and, in some, it must express upon its face the consideration for which it was given. In other States, a verbal guaranty is binding; but the evidence of the promise must be clear and explicit, leaving no room to suspect fraud or mistake.

A guaranty of an engagement yet to be made is binding, whether verbal or written; though the latter is decidedly preferable.

It has been decided by the United States Supreme Court, that, in order to charge a guarantor upon a letter of guaranty, express notice should be given to him that it has been accepted, and credit given upon the strength of it. In some of the States, Vermont for example, this is unnecessary. If the principal debtor do not fulfill his engagement, his guarantor is bound so to do to the same extent that the debtor is bound. A payment made by the debtor, or a release of him by the creditor, or a granting of time beyond that contained in the original agreement, or the doing of any act by the creditor by which the guarantor is placed in a worse position, operates as a discharge of the obligation of the guarantor.

In some States, where the word "guaranty" alone is used, the creditor must pursue the debtor, before resorting to the guarantor; or else must show that he was so hopelessly embarrassed, that proceedings against him would have been useless.

Special Letter of Credit.

Memphis, July 4th, 18—.

MESSRS. BARING, BROTHERS, London:

Gentlemen: We take pleasure in introducing to you, Mr. Eugene Courtenay, who purposes visiting England and France, and desires us to open a credit with you for him for one thousand pounds sterling.

ing. You will please honor his drafts to an amount not exceeding in the aggregate the above-named sum, and charge the same to us, with advice.

The signature of Mr. Courtenay accompanies this.

Very respectfully your obedient servants,

Signature of

JAMISON & McCURDY.

EUGENE COURTENAY.

Letter Advising of the Same.

Memphis, July 4th, 18—.

MESSRS. BARING, BROTHERS, London :

Gentlemen : We have this day granted a letter of credit on your house, duplicate of which we enclose, to Mr. Eugene Courtenay, for one thousand pounds sterling.

Mr. Courtenay is a gentleman of about thirty years of age, about five feet nine inches in height, of light complexion, with a slight impediment in his speech.

Very respectfully your obedient servants,

Natchez, June 1st, 18—.

JAMISON & McCURDY.

Guaranty of a Debt not Incurred.

Natchez, June 1, 18—.

MESSRS T. JONES & WHITE, New Orleans :

Gentlemen : The bearer of this, Mr. Jacob Stone, of this city, is on the point of visiting your city for the purpose of replenishing his stock of goods, and will be in need of articles in your line. Mr. Stone has been engaged in business in this city for some six years past, and by his prudent management of his affairs, and strict fulfillment of his business obligations, has deservedly obtained a high standing in the community as a prompt and reliable man. He is generally considered worth some twenty thousand dollars ; and, such is our confidence in his ability and integrity, that we are willing to, and do hereby, guaranty the payment of any bills which he may make with you during the next year, to an amount not exceeding five thousand dollars. We remain your obedient servants,

THOMAS AND SONS.

LIBEL AND SLANDER.



BOLLINGBROOK, THE RESIDENCE OF MRS.
BOLLING, PETERSBURG, VIRGINIA, 1781.

A **LIBEL** is any malicious *printed* slander, which tends to expose a person to ridicule, contempt, hatred, or degradation of character.

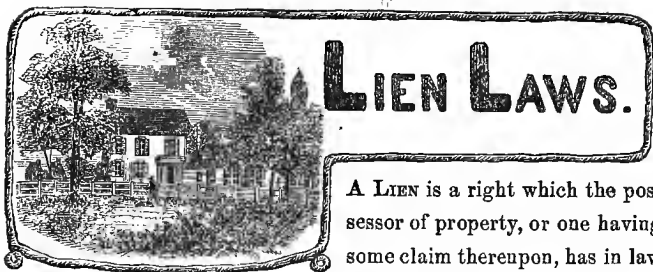
The publisher of a book, pamphlet, magazine, or newspaper, is liable for every article therein published, which contains injurious reflections upon the character of, and is calculated to cause damage to, the person or persons to whom allusion is thereby made; and the fact, that the article was published at a time when the publisher, or editor, or both, were absent; or, that it was published through the carelessness or ignorance of the person or persons in charge of the particular publication; does not absolve from responsibility for the same, though the latter circumstance may tend to lessen the damages to be recovered. Neither is it a justification in such cases, that the publication was made at the request of a person whose name was given at the time, and who paid for it in the usual course of business.

In an action against such a publisher, the comparative circulation of the periodical, and the extent to which the libel was published, may be proved by extracts from such periodical.

By special legislation in some of the States, on the trial of indict-

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RED HILL, THE SEAT OF PATEICK HENRY,
CHARLOTTE COUNTY, VA.

his claim or demand.

As the various States of the Union have made provisions in their Statutes as to the classes of persons who are entitled to liens, and the modes of securing and enforcing the same, a summary of such provisions is here given for general information.

ALABAMA.—Any person furnishing labor, materials, or stores for any vessel, by order of the captain, or master of the same, has a lien upon such vessel. To enforce it, he must institute an action against the vessel within thirty days from the accruing of the lien.

Any person contracting to put up any building, has a lien upon the same and the land connected therewith, until the amount specified in the contract is fully paid. To enforce it, the contract, or an attested copy thereof, must be recorded in the office of the Clerk of the County Court within thirty days after the completion of the building.

ARKANSAS.—Any person laboring upon, or furnishing materials for the construction, alteration, or repairs of any building to the amount of one hundred dollars, has a lien therefor upon such building, and the land connected with it, not exceeding two acres. To make it valid, he must file with the Clerk of the Circuit Court, for

the County in which the property is situate, a correct and attested account of his claim; and it continues in force for only one year after the completion of the building, unless an action is meanwhile commenced upon it.

CALIFORNIA.—Any person laboring upon, or furnishing labor or materials for the construction, alteration, or repairs of any wharf or building, has a lien therefor upon the same, together with the land set out at the time of the contract for the use of such building. Sub-contractors, mechanics and laborers, must notify the owner in writing of the particulars of their claims, and, that they hold him liable for the same; the owner being held liable upon such claims, to the extent of his indebtedness to their employer at the time such notice is served upon him. After the service of such notice, such sub-contractor, mechanic, or laborer, must present to the employer a copy of the same for his endorsement thereon. If he endorse, then the owner shall pay the amount of his indebtedness to the employer to such sub-contractor, mechanic, or laborer, not exceeding, however, the amount of the claims, relative to which such specific notice has been given. If the owner fail to pay the same, such sub-contractor, mechanic, or laborer, may commence suit to enforce the lien within thirty days after giving such notice. If the employer refuse his endorsement, the sub-contractor, mechanic or laborer, must commence a suit against him to establish such claim, or the lien is lost; and, if he obtain judgment in such suit, he must, in order to preserve his lien, commence an action against the owner, within thirty days after such judgment, for the amount of the same, if such amount be then due from the owner to the employer; if not then due, he must file a notice of such claim and judgment in the Recorder's Office of the proper County, and commence his action against the owner within thirty days after such amount is due. The owner may set off the amount of such judgment in any action brought against him by the contractor, or person otherwise entitled to receive the same under the contract.

Any mechanic making, altering, or repairing any article of personal property, at the request of the owner, has a lien upon it and may retain possession of the same till the price agreed upon be paid; if not paid within two months, he may sell the same at public auction, after giving three weeks notice by advertisement in some

newspaper of the proper County; or, if no newspaper be published, then by posting notices of such sale in three of the most public places of the proper town. Any excess over the amount due and costs, arising from such sale, is to be paid to the owner of the article.

CONNECTICUT.—Any person furnishing labor or materials for the construction of any building to the amount of twenty-five dollars or upward, has a lien upon the same, and the land upon which it is situate, which takes precedence of all subsequent liens; and the premises bound thereby may be foreclosed by the holder of the lien in the same manner as by a mortgagee. The lien ceases in sixty days, unless the person holding have meanwhile filed with the proper Town Clerk a written statement of the amount of his claim, the date of its commencement, and an intelligible description of the premises affected by it; which statement is recorded by such Clerk with deeds of land. Such lien is good against all subsequent claims by other parties.

DELAWARE.—Any person furnishing labor or materials for constructing, altering, or repairing any building, has a lien thereon to the amount of the claim as agreed upon, which takes precedence of all subsequent attachments. To enforce it, the claimant must notify the owner of the amount claimed by him to be due, and of his intention to claim the benefit of such lien; the owner being authorized, upon proof of its correctness, to pay the amount and deduct the same from his indebtedness to the contractor.

FLORIDA.—Any person furnishing labor or materials for the construction, alteration, or repairs of any building, has a lien upon the same and the necessary land therewith connected, until the amount agreed upon is fully paid. Day-laborers in such cases, also, have a lien thereon to the same extent. To enforce it, a true account of what is due after the allowance of all credits, verified by the oath of the claimant or some other person, together with a correct description of the property bound, must be filed in the office of the Clerk of the Circuit Court of the proper county, within six months after the performance of the work or the furnishing of the materials.

Persons furnishing materials for constructing, or stores and provisions for a vessel, or performing any labor or service thereon, have a lien upon such vessel, which takes precedence of all others, if suit to enforce it be brought within twenty days from the accruing of each lien.

GEORGIA.—Persons furnishing wood for fuel, provisions, labor, or materials, for the construction of any kind of vessels, have a lien therefor upon the same, if legal proceedings to collect their claims be commenced within twelve months from the accruing of such claim.

For the construction, alteration, or repairs of any building, any person has a lien upon the same, if, at any time within three months of its completion, he file a bill of particulars of his claim in the Clerk's Office of the proper county. To enforce it, he must commence suit against the owner of the property for the amount of his claim within twelve months from the time the debt is due.

ILLINOIS.—Any person laboring on, or furnishing labor or materials for the construction, alteration, or repairs of any building, has a lien therefor upon such building, and the lot or tract of land upon which it stands. To enforce it, suit must be commenced within six months from the time the last payment therefor is due. Landlords, also, have a lien for arrearages of rent, upon all crops of their tenants, whether the same be already grown, or in course of growth.

INDIANA.—Any person laboring upon, or furnishing labor or materials for the construction, alteration, or repairs of any building, has a lien therefor upon the same. Any sub-contractor or laborer, upon notification of his claim to the owner of the property, makes such owner liable therefor to the extent of the owner's indebtedness to the contractor, not exceeding the amount of the claim, or claims, notified. After such notification, and the expiration of sixty days from the completion of the building, alteration, or repairs, or the furnishing of supplies therefor, the holder of the lien must file a notice of his intention to claim the benefit of such lien, together with the particulars of his claim, in the Recorder's office of the proper county.

Any person laboring on, or furnishing labor or materials, for the

construction, alteration, or repairs of any vessel, or supplying stores, provision, wood or coal for fuel for the same, has a lien therefor upon the same, which takes precedence of every subsequent claim, except mariners' wages.

IOWA.—Any person furnishing labor or materials for constructing, repairing, or altering any building, by agreement with the owner thereof, or with the lessee of the land upon which such building stands with the owner's knowledge and consent, has a lien upon such building, together with so much of the land necessarily connected therewith, as cannot be sold so as to avoid such lien. To enforce it, suit must be brought for the amount of the claim within twelve months from the time of payment mentioned in the contract. If such suit be brought in the District Court, it must be by bill or petition, describing the nature and details of the contract, and the character and situation of the property. The execution in such a suit is to be levied upon the property specified, no other property being liable for satisfaction of such judgment. Miners, also, have a lien upon a sufficient quantity of ores mined to pay any just claim for mining the same.

KENTUCKY.—The lien laws of this State are made applicable, in the variety of their details, only to specific localities, and counties. In the towns of Bowling Green, Brandenburg, Covington, Frankfort, Hickman, Lexington, Lewisville, Maysville, Newport, Owensboro', Paducah, Russellville and Smithland, and the Counties of Calloway, Jefferson, and Marshall, any person laboring upon, or furnishing labor or materials for the construction, alteration, or repairs of any building, has a lien upon such building and the land necessarily connected with it. To make it valid, he must file the particulars and amount of his claim, together with an intelligible description of the property and its location, in the Clerk's office of the proper county, within six months from the performing, or furnishing of such labor, or the supplying of such materials. In Paducah and some of the other towns, the lien may be enforced by commencing a suit for the amount of the claim at any time within twelve months from its accruing.

LOUISIANA.—Any person laboring upon, or furnishing labor, or

supplying materials for the construction, alteration, or repairs of any building, has a lien upon the same. If the claim be for upward of five hundred dollars, and based upon a written contract, such contract or an attested copy of the same, must be filed in the Clerk's office of the proper Parish within thirty days after its date. If the claim be for less than five hundred dollars, and not based upon a written contract, it is binding for only six months, unless meanwhile the holder has commenced an action to recover his claim. If the order for labor or materials be from the contractor, and such contractor has been paid by the owner in pursuance of the contract, no action as above can be commenced against the owner. If the contractor, however, has not been paid, the money due such contractor from the owner may be seized for the benefit of the holders of liens.

Workmen upon any vessel have a lien for all moneys due them for such labor, whether the order for it be in writing or not; but the lien ceases, if the vessel is allowed to leave port without their enforcing their liens by an action. To enforce such liens, all claims and contracts for labor or materials must be filed in the office of the Recorder of Mortgages.

MAINE.—Mechanics working upon a vessel, either finished or upon the stocks, have a lien upon such vessel until after four days from the time such vessel is launched and ready for sailing, and may secure the same by attachment, which takes precedence of all other attachments.

Any person performing labor upon, or furnishing materials for the erection, alteration, or repairs of any building, by order of its owner, has a lien upon such building to secure the payment for such labor or materials, which continues for ninety days, and may be enforced by attachment as in the case of liens upon vessels.

MARYLAND.—In this State the lien laws vary with the different counties. The following provisions are applicable only to Baltimore, and a few other counties: Any person furnishing labor or materials for the construction, alteration, or repairs of a building, has a lien therefor upon the same and the land necessarily connected with it, which takes precedence of all others which may subsequently attach. To enforce it, a specification of the work done or

materials furnished, the price agreed to be paid, and a notice of intention to claim the benefit of such lien, must be served upon the owner within thirty days after the performance of such labor or the furnishing of such materials, beside filing a copy of this notice in the Clerk's office of the county. The lien attaches from the time of such filing, continuing in force for six months only, unless an action has meanwhile been commenced to secure the collection of the claim.

MASSACHUSETTS.—Any person furnishing labor or materials for the construction, alteration, repairs, or equipment of any vessel, has a lien therefor upon such vessel, which takes precedence of all other liens, except for mariners' wages. If the vessel depart from the port where the debt was contracted to any other port within the State, such lien ceases at the expiration of twenty days from her departure; and in no case does the lien continue after the vessel reaches any port out of the State.

Persons performing labor upon, or furnishing materials for, the construction, alteration, or repairs of a building, have a lien upon the building and the land upon which it is situate, for the same; which lien is dissolved at the expiration of thirty days, unless within that time suit be commenced for the recovery of the debt. Where a number of persons have performed labor on a vessel or building, they may join in the same petition for their respective liens, and the same proceedings be had as in the case of individual liens. All such liens are enforced by petition to the Superior Court of the proper county.

MICHIGAN.—Any person furnishing labor or materials for the construction, alteration, or repairs of any building, has a lien therefor upon such building, when such labor is done, or materials furnished, under a written contract, signed by the owner or his agent, and recorded in the Clerk's office of the proper county. Such lien ceases at the expiration of six months, unless meanwhile a suit be commenced to enforce it.

MINNESOTA.—Any person laboring upon, or furnishing labor or materials for the construction, alteration, or repairs of any building, has a lien therefor upon the same, if within thirty days from such employment, or labor, or the furnishing of such materials, he

gives notice to the owner, in writing, of such employment or furnishing, and that he intends to claim the benefit of a lien. The lien expires at the expiration of twelve months, unless during that time a suit be commenced to enforce payment of the claim.

MISSISSIPPI.—Any person furnishing labor or materials for constructing, altering, or repairing any building, upon a written contract, has a lien for the same upon such building; to enforce which, he must have the contract, or a true copy of it, recorded in the office of the Clerk of the Court of Probates for the proper county. If there is no written contract, and the claim is for labor performed, or materials furnished by order of the contractor, then such laborer, or furnisher of materials, must, within thirty days after commencing such labor, or furnishing such materials, serve upon the owner of the property a statement of the particulars of his claim. To enforce the lien, an action for the recovery of the claim must be commenced within six months from the accruing of the claim.

MISSOURI.—Any person laboring upon, or furnishing labor or materials for, the construction, alteration, or repairs of any building, has a lien upon such building and the land necessarily connected with it, not exceeding five hundred square feet. Contractors must file in the office of the Circuit Court of the proper county, an attested account of their claim against the owner, together with an intelligible description of the property, within six months after the work is done, or the materials furnished. Sub-contractors must notify the owners of their intention to furnish labor or materials, and the estimated cost thereof; and after the amount is settled with the contractors, must file in the same office, within ten days, a copy of such settlement, together with a correct description of the property charged with the lien; which lien binds the property for only twelve months after the completion of the building, unless during that time suit be commenced to enforce the payment of the claim. The owner is not allowed to settle with the contractor, until the liens of the sub-contractor are satisfied and discharged.

NEW HAMPSHIRE.—Any person performing labor on a building, or furnishing materials for the construction, alteration, or repairs of the same, has a lien thereon for thirty days, if the order or contract therefor be in writing, and a true copy thereof left with the

proper Town Clerk. Such lien may be secured by attachment, which takes precedence of all other attachments, except any prior mortgage which may have been upon the land on which the building is placed.

Any person furnishing labor or materials for the construction, alteration, or repairs of any vessel, has a lien for the same upon such vessel for the space of four days after such vessel is finished; which lien may be secured by attachment, taking precedence of all other claims, except for mariners' wages.

NEW JERSEY.—Any person furnishing labor or materials for constructing, altering, or repairing any building, has a lien upon the same, together with the lot upon which it stands; to render which lien binding, he must file specifications of the work contracted to be performed, or materials to be furnished, with the price of the same, in the office of the Clerk of the proper county, (or, if it be a written contract, a true copy of it must be filed,) and serve a notice thereof, personally, on such owner, or his agent, within fifteen days after making such contract, or furnishing such labor or materials. The lien attaches from the time of filing such specification, and the service of the notice, and continues in force for six months after the completion of the building; previous to the expiration of which period the holder of the lien must commence an action against the owner of the property to enforce payment of the claim. When a contractor refuses to pay any workman employed by him to perform labor on such building, or the grounds therewith connected, such workman may give written notice of such refusal, together with a statement of the amount of his claim, to the owner of the property, who is authorized, upon receipt of such notice, to pay the amount due to the workman, and retain the same out of the amount due from him to such contractor. If a number of workmen present their claims in this way to the owner, the total of such claims must not exceed the amount of the contract. If the owner refuses to pay such claims, the building may be sold for their payment; if it do not sell for enough to satisfy such claims, each creditor receives a sum proportional to his claim. The steps necessary to bring about such sale must be taken within one year from the time the labor is rendered, or the materials furnished.

NEW YORK.—Any person performing labor upon, furnishing materials for constructing, altering, or repairing, or supplying stores or provisions for, or supplying persons to watch at night while in port, any vessel, has a lien for the same upon such vessel, which has precedence over all others, except those for mariners' wages. Such lien ceases after the expiration of twelve days from the departure of such vessel from the port where the debt was contracted, for some other port within the State; and in all cases, after the vessel has left the State.

Any person furnishing labor or materials for constructing, altering, or repairing any building, has a lien thereupon for the value of the sum agreed upon for the same, to the extent of the right, title, and interest in, of, and to the same by his employer; if he deposit with the proper County Clerk specifications of the work contracted to be performed, or materials to be furnished, with the price agreed upon for the same. This lien takes effect from the time of such deposit, and continues valid for twelve months. Any laborer performing labor for a contractor may, within thirty days after its performance, and a claim to have a lien therefor, deliver to the owner or his agent a written statement, signed by himself and the contractor, of the amount due for such labor; which amount the owner may pay and treat as a payment made by him on his contract with the contractor. If the contractor refuses to sign, he may take legal proceedings against him to procure a settlement of the amount due.

NORTH CAROLINA.—Any person repairing, altering, or constructing any building under a written contract, signed in the presence of two attesting witnesses, has a legal lien upon such building for the term of three years after filing such contract in a Court of Record. Such lien does not, however, impair or take precedence of any prior lien, nor does it continue valid for any longer term than the above, unless proceedings be in the meantime commenced to enforce the payment of the claim.

OHIO.—Any laborer upon, or furnisher of labor or materials for, the construction, alteration, or repairs of any building, has a lien for the same upon such building and the land necessarily connected therewith. To render the lien valid, he must deliver to the owner an attested statement of the particulars of the claim remaining

unpaid, within four months from the performance of such labor, or furnishing of such materials; after which, if the account be that of a mechanic or laborer, the owner is authorized to pay him the same and deduct it from the amount due from himself to the contractor. If the owner fails or refuses to pay the account, or if the statement be that of a contractor, or sub-contractor, the correctness of such claim and the failure or refusal of the owner to pay the same, must be sworn to, and the account and affidavits filed in the office of the Recorder of the proper county, in which case the lien remains upon the building and land for two years from the commencement of such labor, or the furnishing of such labor or materials. Any suit brought within such two years, continues the lien till the rendering of judgment therein.

PENNSYLVANIA.—Every building, together with the ground covered by it, and so much adjacent, belonging to the same owner, as is necessary for the purposes of the building, erected within the State, is subject to a lien for the payment of all debts contracted for work done, or materials furnished for or about the erection or construction of the same. This lien exists in favor of plumbers, paper-hangers, curbstone for the pavement (in Philadelphia), wharf-builders and all concerned in the construction of wharves, gas-fitters and furnishers, persons erecting grates and furnaces; and affects, also, every fixture in and about iron mines and works, and to every bridge and building where work is done or materials furnished in the construction of such fixture, in and about mines and iron-works, bridge, or building, for any corporate body, or contractor in the employ of such body, (in the Counties of Columbia and Elk); the improvements, machinery, and fixtures, erected by tenants of coal lease estates on lands of others, in favor of all mechanics and material-men doing work and furnishing materials therefor (in the County of Schuylkill); and to every steam-engine, coal-breaker, or parts thereof, pump or hoisting gearing, fixtures or machinery in and about mills of any kind, or iron or coal works or mines. This lien takes precedence of all subsequently attaching, if properly enforced; to do which, a statement of the claim and of the agreement upon which it is founded must be filed in the Office of the Prothonotary of the Court of Common Pleas of the proper county, otherwise the lien continues but for six months. If filed, it remains in force for five

years from such filing, and may be again renewed by giving the owner notice of the holder's intention to apply for that purpose.

Ships and vessels of all kinds built, repaired, or fitted within the State, are subject to a lien for all debts contracted by the masters or owners thereof, for work done, or materials found or provided in the building, repairing, fitting, furnishing, or equipping the same, in preference to any other debt due from the owners thereof, continuing till the time such ship or vessel departs upon the next voyage after such debts were contracted. This lien may be enforced by libel, attachment, and sale, as in proceedings in Admiralty. All ships, steamboats and vessels navigating the Allegheny, Monongahela, or Ohio rivers in the State, are subject to a lien for wages due to employees for work and labor done, or services rendered on board; for debts contracted for materials and labor in building, repairing, fitting, furnishing, or equipping; for bills, bonds, notes, etc., given for wages, materials, or labor; for wharfage or anchorage dues; and for damages arising from breach of any contract of affreightment or transportation, or injuries or damages done to person or property by the owners, agent, consignees, etc.

The lien protects no more than three months' wages, and suit must be commenced therefor within sixty days from the time such three months' wages are due; if less is due, then within sixty days from the time the contract terminates. In the other cases, suit must be instituted within two years after the date of the last item in the accounts upon which the action is brought.

RHODE ISLAND.—Any person furnishing labor or materials for constructing, altering, or repairing, on written contract with the owner or his agent, any building, canal, turnpike, railroad, or other improvement, has for the same a lien, which takes precedence of all subsequent liens; the building, or other improvement, with the land upon which it is situate, being held for four months only from the completion of the work, unless in the mean time process be commenced to enforce payment of the debt. Persons performing labor on any such building or other improvement, have no lien upon the same, unless within thirty days after commencing the work, they give notice in writing to the owner, that such work is commenced by them, and that they intend to claim the benefit of a lien; which lien also ceases within four months from the serving of such notice,

unless legal steps be taken in the mean time to secure the payment of the claim.

SOUTH CAROLINA.—Any person constructing, altering, repairing, or furnishing materials for any building, has a lien upon the same; provided an agreement, stating the particulars of the work to be done, or the materials to be furnished, and a general description of the premises, signed by the contractor and the owner in the presence of one or more attesting witnesses, be filed in the office of the Register of mesne conveyances for the proper district; such lien continuing for three years from such filing.

TENNESSEE.—Any person laboring upon, or furnishing labor or materials for the construction, alteration, or repairs of any building, has a lien for the same upon such building for one year after the performance of such labor, or furnishing of labor or materials, and till the decision of any suit which may be commenced within that time, on account of such lien.

To render such a lien binding, the claimant must give to the owner, or his legal representative, a written notice of his claim as such legal lien-holder, at the time the work is commenced, or the materials furnished. Persons laboring upon, or furnishing materials for constructing, altering, fitting, or repairing any vessel, or stores or provisions for the same, have a lien for the same upon such vessel; to make which binding, an action must be instituted by the holder for the amount of his claim, within three months from the rendering of the services, furnishing the materials, or supplying the stores.

TEXAS.—Any person furnishing labor or materials for the construction, alteration, or repairs of any building, except in incorporated cities, has a lien upon the building and the land upon which it stands, for the same, in the nature of a mortgage, until the amount due for such services or materials be fully paid. The contract for the same, or a copy thereof, must be recorded in the Clerk's Office of the proper county, within thirty days after its execution. Any person performing labor upon such building, or the grounds necessarily connected with it, for a delinquent contractor, may present an attested statement of the value of such labor to the owner, who

is authorized to pay the same and deduct it from his own indebtedness to the contractor.

VERMONT.—Any person furnishing labor or materials for the construction, alteration, or repairs of any vessel, has a lien upon such vessel until four days after its completion. Any person so connected with the construction, etc., of a building, has a lien upon it and the lot upon which it stands, for ninety days after its completion. The lien, in both cases, may be enforced by attachment, taking precedence of all other attachments.

VIRGINIA.—Any person furnishing labor or materials for the construction of a building, has a lien for the same both upon the building and the land connected with it, which ceases at the end of six months, if the holder does not, during that time, commence an action to recover his claim; if he does, and the lien is established, the court may sell the owner's interest in the house and land to satisfy the contractor's claim.

WISCONSIN.—Any person laboring upon, or furnishing materials for the construction, alteration, or repairs of, any building, has therefor a lien upon such building and the land attached to it, for twelve months, if such land do not exceed forty acres in quantity, or, if within the limit of any city, town, or village-plot, one acre; such lien having precedence of all other liens subsequent to such construction, alteration, or repairs. Sub-contractors must, within thirty days after performing such labor or furnishing such materials, give notification to the owner, or their lien for the same ceases.

LIMITATION OF ACTIONS.



BIRTH-PLACE OF HENRY CLAY,
HANOVER COUNTY, VIRGINIA, 1777.

ALABAMA.—Actions on debt, or simple contract, must be commenced within *six* years; on open accounts, within *three* years; on judgments, *twenty* years.

ARKANSAS.—Actions on promissory notes, within *five* years after the cause of action accrues; upon sealed instruments, judgments, and decrees, *ten* years; actions of accounts, *three* years. No exception in favor of non-residents; but when a debtor absconds from another State into this, without the knowledge of his creditor, the latter may commence suit, within the time limited, after he learns the residence of such absconding debtor.

Acknowledgments, to take a case out of the operation of the statute, must be in writing.

CALIFORNIA.—Actions on contracts, obligations, or liabilities, not founded upon a written instrument, (except actions on open accounts for goods, wares and merchandise,) within *ten* years; on open accounts, within *one* year; on judgments, *five* years; written contracts, *four* years.

Every acknowledgment or promise, to take the case out of the operation of the statute, must be in writing, signed by the party to be charged with it.

CONNECTICUT.—Actions on negotiable notes, book-accounts, and contracts not under seal, (except promissory notes not negotiable,) in *six* years; on bonds, contracts under seal, and promissory notes not negotiable, in *seventeen* years; upon express contracts not in

writing, of trespass, and in the case for words spoken, in *three* years. The time during which the defendant is out of the State is not reckoned.

DELAWARE.—Actions on notes, within *six* years ; on accounts, within *three* years from the accruing of the cause. In case of mutual and running accounts, the limitation does not begin while the account continues open.

FLORIDA.—Actions upon notes, within *five* years from maturity ; on book-accounts, for goods sold, within *five* years from their delivery and the charge. In suits against administrators upon open accounts, every item due *five* years before the death of the decedent is stricken out.

GEORGIA.—Actions for the recovery of land, within *seven* years ; on notes and instruments in writing, not under seal, in *six* years ; on instruments under seal, *twenty* years ; on open accounts, within *four* years ; on foreign judgments, in *five* years.

ILLINOIS.—Actions upon notes, accounts, or simple contracts, within *five* years after the accruing of the cause of action ; on judgments, within *twenty* years. Endorsers, negotiating paper in this State, are not liable as such, until the maker is pursued to insolvency ; such paper need not be protested ; to fix the endorser, the maker must be sued at the first court after the paper matures.

INDIANA.—Actions on accounts, and contracts not in writing, within *six* years ; upon contracts in writing, and judgments of Courts of Record, *twenty* years.

IOWA.—Actions upon judgments of a Court of Record, within *twenty* years ; on written contracts, or judgments of a Justice of the Peace, *ten* years. An admission that the debt is unpaid, and a new promise to pay, revives the cause.

KENTUCKY.—Actions upon judgments or decrees, within *fifteen* years from the date of the last execution regularly issued upon them ; on bills of exchange, checks, drafts, orders, promissory notes,

or accounts concerning the trade of merchandise between merchant and merchant, or their agents, within *five* years; on accounts for goods sold and delivered, or for articles charged in store accounts, within *one* year; the limitations in such actions to be computed from the first day of January next after the respective dates or times of delivery of the several articles charged in the account; and judgment to be rendered for the amount of such articles as were actually charged or delivered within the year preceding the commencement of the action.

LOUISIANA.—Actions upon bills of exchange and notes payable to order or bearer, (except bank notes,) within *five* years from maturity; on open accounts, within *three* years; mortgages must be re-inscribed within *ten* years.

MAINE.—Actions upon sealed instruments, within *twenty* years; of debt or contract, not under seal, or upon any liability, within *six* years; the last provision not applying to actions on promissory notes, signed before an attesting witness, or on bills, etc., issued by banks.

MARYLAND.—Actions upon sealed instruments, within *twelve* years after maturity; on open accounts, notes and the like, within *three* years.

MASSACHUSETTS.—Actions upon notes or accounts, within *six* years from the accruing of the cause of action; except on promissory notes signed in the presence of an attesting witness, if the action be brought by the original payee, his executor or administrator; or on bills, notes, or other evidences of indebtedness issued by banks. In all actions of debt and assumpsit brought to secure a balance due upon a mutual and open account, the cause of action is considered as accruing at the date of the last item in such account. Acknowledgments or promises, to control the operation of the statute, must be in writing, and signed by the party to be charged thereby.

MICHIGAN.—For debt not under seal, (except bills or notes issued by banks,) within *six* years; no promise or acknowledgment con-

trols the operation of the statute, unless made by, or contained in some writing. A payment made, constitutes a new promise.

MINNESOTA.—Actions for the recovery of real property, or for its possession, within *twenty* years; judgments or decrees of United States Courts or State Courts, *ten* years; on contracts, and trespasses upon real property, *six* years. Absence of defendant from the State, infancy, insanity, marriage of a woman, or imprisonment for less than life, are not computed. After the return of an absent defendant, an action may be commenced within the time limited; but the period within which the action must be brought, in case of the above disabilities, cannot be extended for more than five years, except in the case of infancy; nor, in any case, for a longer time than one year after the disability ceases.

MISSISSIPPI.—Actions on notes under seal, within *seven* years; on promissory notes, *six* years; on accounts, *three* years; between merchant and merchant, founded on account, within *four* years after the accruing of the right of action; claims against estates of decedents must be presented to executors or administrators in *ten* years from the publication of the creditors; suits on such claims cannot be brought till *nine months* after grant of letters testamentary, or of administration.

MISSOURI.—Actions on a writing, sealed or unsealed, for the direct payment of money or property, within *ten* years; on contracts, express or implied, except on judgments or decrees of Courts of Record, within *five* years. Bonds, judgments, and decrees are presumed, after the lapse of *twenty* years, to have been paid; such presumption being liable to be overcome by proof of part payment within such time, or written acknowledgment of indebtedness. A written promise is necessary, to revive an action on current accounts; the cause of action accrues at the time of the last item in the account of the opposite party.

NEW HAMPSHIRE.—Actions on sealed instruments, judgments, etc., within *twenty* years; for debt, account, etc., within *six* years; on notes secured by mortgage, at any time while the plaintiff is entitled to sue upon the mortgage.

NEW JERSEY.—Actions to recover possession of lands and entries upon same, within *twenty* years ; of debt, or covenant for rent, upon any lease under seal, and actions of debt on any single bill or obligation, awarded for the payment of money only, within *sixteen* years ; of debt, upon any lending or contract without specialty, or for arrearages of rent due on a verbal lease, and actions of account, within *six* years after the cause of action accrues ; time of defendant's absence from the State, in no case taken into computation.

NEW YORK.—Action for the recovery of real property, upon judgments or decrees, upon sealed instruments, within *twenty* years ; upon contracts, express or implied, obligations or liabilities, within *six* years : in actions brought to recover balance on mutual accounts, the cause of action is considered as accruing from the date of the last item proved on either side. Acknowledgments, or promises, in order to take the case out of the control of the statute, must be in writing, and signed by the party to be charged thereby.

NORTH CAROLINA.—Actions of account-render, and of debt upon simple contracts, within *three* years after the cause of action accrues ; a promise to pay a debt barred by the statute does not revive the same, unless, at the time of the promise, the precise amount then due, both principal and interest, be distinctly mentioned.

OHIO.—Actions for the recovery of real estate must be brought within *twenty-one* years ; for forcible entry and detainer, within *two* years after cause ; on specialties, or any agreements, contracts, or written promises, within *fifteen* years ; on contracts not in writing, express or implied, *six* years ; acknowledgments or promises must be in writing, and signed by the party to be charged thereby, in order to revive the cause of action.

PENNSYLVANIA.—Actions on promissory notes, bills of exchange, or acknowledgments under the hand of the party of a subsisting demand, within *six* years ; payment is presumed of all instruments under seal, after the lapse of *twenty* years.

RHODE ISLAND.—Actions upon sealed instruments, within *twenty* years from the accruing of the cause of action; on accounts and simple contracts, within *six* years.

SOUTH CAROLINA.—Actions for debts, etc. (not applicable to sealed instruments,) within *four* years; *seven* years' title to lands or possessions, good; rights to secure land, may be prosecuted within *ten* years; in administrators' accounts, sealed obligations are paid in full, in preference to simple contracts.

TENNESSEE.—Actions upon contracts for payment of money, not under seal, within *six* years; of account, detinue, replevin, &c., within *three* years; *sixteen* years' lapse of time, raises a presumption of payment of sealed instruments. A promise to pay, either express or implied, takes the case out of the control of the statute. In suits to enforce collections against estates of decedents, non-residents are allowed *three* years; residents, *two* years. An endorser cannot be sued alone after *three* years from the maturity of the note; if sued with the maker, at any time within *six* years.

TEXAS.—Actions of debt upon contracts in writing, within *four* years from maturity; on open accounts, within *two* years—each item being barred *two* years from its charge; acknowledgments, to take the case out of the statute, must be in writing, and signed by the party to be charged.

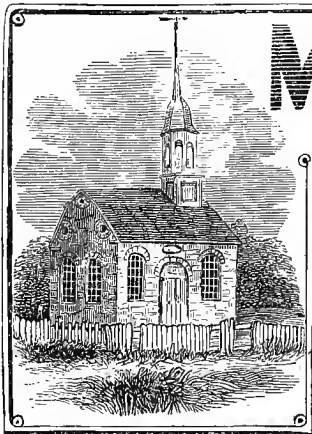
VERMONT.—Actions of debt, or contracts of account, within *six* years; on promissory notes, signed in the presence of an attesting witness, within *fourteen* years after the accruing of the cause of action; of debt, or *scire facias* on judgments, within *eight* years from the entry of judgment.

VIRGINIA.—Actions to recover land and entries upon the same, within *fifteen* years; on contracts under seal, (except indemnifying bonds taken under statute, or bonds of any fiduciary or public officer,) within *twenty* years; the excepted cases, within *ten* years; on awards, or contracts in writing not sealed, within *five* years; for articles charged in store accounts, within *two* years; upon all other contracts, within *five* years; in actions of account-render, or for

the settlement of partnership accounts, within *five* years from a cessation of dealings ; personal actions, for which no other limitation is prescribed, within *five* years ; actions upon judgments or decrees of other States are governed by the statute of limitation existing in such States.

WISCONSIN.—Actions of debt, founded on contract or liability, must be commenced within *six* years, if the same be not under seal ; such provisions not to apply to actions brought upon a promissory note, signed in the presence of an attesting witness, if such action be brought by the payee, or his executor or administrator ; nor to actions brought upon any bills, notes, or other evidences of debt, issued by a banking corporation.

MARRIAGE.



CAUGHNAWAGA CHURCH, NEAR THE VILLAGE OF FONDA, N. Y., ERECTED IN 1763.

MARRIAGE in the United States is a civil contract, which may be entered into by a simple declaration of the contracting parties, made in the presence of one or more witnesses, that they, the said parties, do respectively contract to be man and wife.

No particular form of ceremony is requisite, nor is it imperative that it should be performed by a particular person ; yet, from long usage, and from a consciousness of the vast importance of the contract to the parties thereto, the ceremony is, almost universally, performed by, or in the presence of, a clergyman or magistrate.

As to the proper parties to enter into this contract, it is requisite : 1st, that they be willing to contract ; 2d, that they be of sound mind, and have arrived at the age which the law considers, as entitling them to join in such contract ; 3d, that neither of the parties, is married already to another, who is living, and from whom such party has not obtained a divorce from the bonds of matrimony ; and 4th, that the parties are not related by consanguinity or affinity within the degrees prohibited by the laws of the State in which the marriage is consummated.

Idiots, lunatics, and infants under the age of consent (which, in

most of the States, is fourteen years for males, and twelve for females; in Massachusetts, seventeen for males, and fourteen for females; and in Ohio, males eighteen, and females fourteen;) are therefore incompetent to enter into this relation.

As to the third qualification mentioned above, it is to be remarked, that most of the States have made provision for cases in which the husband or wife having been absent for a certain number of years, (in Pennsylvania, *two*; in some of the other States, *seven*;) the other party, upon an apparently well-founded rumor of the decease of the absent party, marries again: in such cases, it is at the option of the party returning to claim the former husband or wife, or to have a divorce and suffer the latter marriage to prevail.

In Connecticut and Maine, parties intending to marry are required by statute to record a notice of such intent with the proper town-clerk, for at least three weeks: at the expiration of which time, no objection being made thereto, such clerk gives a certificate to that effect, and a clergyman or magistrate is thereupon empowered to perform the ceremony.

In Massachusetts the statute requires, that parties intending marriage shall previously obtain from the proper city or town-clerk, a certificate of their respective names, occupations, ages, birth-places, and residences; upon receipt of which, any clergyman or magistrate is authorized to perform the ceremony.

In Connecticut, Maine, and Massachusetts, the consent of the parents or guardians is required, before the proper officer is authorized to act; if the male is under twenty-one years, or the female under eighteen; in Indiana, Kentucky, New Hampshire, New Jersey, and New York, (or, indeed, in most of the States,) such consent is required, if the female is under fourteen years; and penalties are imposed upon clergymen or magistrates for performing the ceremony, in such cases, without such consent.

The validity of a marriage is determined by the law of the place

where it was celebrated; if valid there, it is valid everywhere; the only exception being marriages forbidden by the public law of a country from motives of policy, such as polygamy, etc., and those celebrated in foreign countries by subjects, entitling themselves, under special circumstances, to the benefit of the laws of their own country.

For civil purposes, cohabitation, common reputation, or the admissions of the parties themselves, constitute sufficient evidence of marriage.

DOWER.—Every married woman, except in California and Indiana (where dower has been abolished), is entitled, in the event of her surviving her husband, to the use of one-third of all his real estate, (in Connecticut, one-third of all of which he *dies* seized,) during her natural life; which interest is called her dower.

Where she is so entitled, the wife must join in every conveyance of real estate made by the husband during his life, in order to enable him to give to his grantee a perfect title.

All liens and incumbrances against such estate must first be discharged; her dower vesting only in what remains.

A wife under twenty-one years of age cannot bind herself by deed or contract, so as to preclude herself from her right to dower; but may, on attaining her majority, ratify or annul such deed or contract, at her own option.

The widow's dower set apart by the husband, cannot be sold at his death, to satisfy his debts.

THE WIFE'S RIGHT IN PROPERTY.—At common law, uncontrolled by statutory regulations, the husband, by marriage, becomes possessed of the property of the wife, and it is thenceforth subject to his control. Many of the States, at a comparatively early period, by special legislation, allowed the intended wife to convey her estate

prior to marriage to trustees for her use during life, free from the control of her husband or the interference of his creditors. More recently, many of the States have infringed upon the principles of the common law to a still greater extent, and now allow the wife not only the exclusive use and enjoyment of all property which may belong to her at time of marriage, but also all which may by deed, gift, or devise come to her. The principal provisions of the various States which have so legislated will be found collected below. It is important to remember, that in all the States which have passed what are commonly known as "Married Women's Acts," the provisions of these acts, relative to the particular formalities requisite to enable the wife to hold her property, must be strictly observed.

In Delaware, Georgia, New Jersey, and South Carolina, the principles of the common law have not been relaxed in favor of the right in property of the wife.

ALABAMA.—The real and personal estate of a woman at marriage, together with all that she may thereafter acquire by gift, devise, inheritance, or purchase with her separate estate, remains her individual property, free from all liability for her husband's debts. Her personal property is liable for all debts incurred by her before marriage. The husband is a mere trustee of her property. He may use the rents and profits, without liability to account to the wife for the same. No part of the wife's personal estate can be sold, except with her consent and signature. Both are jointly liable for all goods supplied for the family, by order of either.

ARKANSAS.—A woman holding property in her own right at time of marriage, may hold the same after marriage, free from all liability for debts of the husband; as also any property which she may afterward acquire by gift, bequest, inheritance, or purchase with her own money. If she own slaves at the time of marriage, she holds the natural increase of the same in like manner exempt. The husband cannot sell any part of the wife's personal estate, without her consent and signature; nor can she receive property from him after marriage.

CALIFORNIA.—All property, real and personal, belonging to the wife at time of marriage, together with all which she may afterward acquire by deed, bequest, inheritance, or purchase with her own funds, remains her separate estate, free from all interference therewith on the part of her husband's creditors. Such separate estate is liable for all debts contracted by her for it, as also for her debts contracted before marriage. Any married woman may carry on business in her own name; for debts contracted in such business by her or her rightful agents, her personal estate is liable. At the death of either husband or wife, the survivor takes one-half of the common property (that is, property acquired by both, except by gift, bequest, or inheritance), and the other goes to the descendants of the deceased; if no such descendants, the survivor takes the whole.

CONNECTICUT.—A wife's personal estate at marriage, and all property acquired by her during marriage, either by bequest, devise, distribution, or her own personal labor, are her separate estate, exempt from attachment for the husband's debts. The marriage vests the property of the wife, its rents and profits, in the husband only as trustee for her, and to be held to her use. Such property cannot be levied upon, except for debts contracted for the support of the wife and her children. At his death, the wife's personal property vests in herself, or her heirs. The husband's interest in the wife's property cannot be levied upon for his debts, during her life, or that of her children. He can sell no part of the estate, without her consent; in case of her death, the parties in whom the estate is vested, must consent, and join him in the deed.

FLORIDA.—All property, real and personal, held in her own right by a woman at time of marriage, together with all which she may afterward acquire by gift, bequest, inheritance, or purchase with her own money, is her separate property, liable for no debt incurred by the husband. Her personal estate is liable for her debts incurred before marriage. No part of the wife's estate can be conveyed, except by joint deed of husband and wife. A woman marrying a citizen, has the same rights in property as if she were actually a citizen; before the death of the wife, the husband takes only a child's share of her estate; if she die without children, the husband, after payment of all debts, takes the whole property.

GEORGIA.—The husband cannot sell the real estate of the wife brought to him at marriage, without her consent and signature; though he may sell his real estate without her signature.

INDIANA.—All property owned by the wife at the time of marriage, and all that she may thereafter fairly acquire, by devise, bequest, inheritance, or purchase, and all rents, profits, and income therefrom, is her separate property, free from liability for debts of the husband. Her personal estate is liable for her debts incurred before marriage. The husband can sell no part of her personal estate, without her consent and signature.

IOWA.—All property, real or personal, or both, owned by the wife at time of marriage, and all thenceforth acquired by her, by gift, bequest, inheritance, or purchase from her own estate, is her separate estate, exempt from all liability for the debts of the husband. Her separate estate is liable for all debts contracted by her before marriage. She cannot receive from the husband during marriage, money to purchase separate estate. A conveyance of the property of either, must be by their joint deed. Suits against her property must be brought against both jointly. The husband acts as trustee of the wife's separate property, and may control and use the rents, issues, and profits thereof, during her life-time. All property, accumulated during marriage, in any other mode than by gift, bequest, or descent, is owned by both in common. For all debts for necessities for the family, the property of both is liable; but that of the husband must be exhausted, before levying upon that of the wife.

KENTUCKY.—The real estate, chattels and slaves, with their natural increase, belonging to the wife at time of marriage, is exempt from attachment for the husband's debts. Her personal property is liable for all necessities contracted for by both. A married woman residing in the State without her husband, may contract, sue, and be sued, as if she were unmarried. The husband is liable for his wife's debts contracted before marriage, only to the extent of the property received by him from her at marriage.

LOUISIANA.—The property owned by a wife before marriage, and all by her thereafter acquired, by devise, bequest, inheritance, or

purchase with her own money, remains her separate property. Her personal estate is liable for her debts before marriage. She may will her estate, or any part of it, without consulting her husband. All property acquired by husband and wife during marriage, is owned in common, unless otherwise agreed upon at time of marriage. Out of such common property the debts of the family are to be paid. The wife, however, having a separate estate, can neither sell nor mortgage such separate property, nor acquire by any title, without the written consent of the husband. The survivor has the use of the property left to the children, until they are of age, unless a different provision is made by will.

MAINE.—Every woman owning any real or personal property at time of marriage, may hold the same as her individual property, free from liability for the debts of her husband. She may sell, lease, or otherwise dispose of such property, or devise, or bequeath the same, as if she were unmarried. If no will is made by her, her personal property descends to her heirs. A married woman, holding property, may prosecute a suit relative thereto in her own name, for her own benefit.

MARYLAND.—All real estate owned by a woman at time of marriage, and all that she may acquire by gift, bequest, or inheritance afterward, may be held as her separate property, free, during her lifetime, from all liability for her husband's debts; all slaves so owned or acquired by her, and all her personal earnings, not exceeding one thousand dollars, are her own, free from all claims of her husband's creditors. The wife may by will devise any part of her separate property to her husband, or any other person; if to another than the husband, the latter must endorse his assent upon the will; and every such will must be executed within sixty days preceding her decease.

MASSACHUSETTS.—Every married woman may hold any property granted to her for her separate use, without the intervention of a trustee; and such property is free from liability for her husband's debts, and also from his control, if the deed or will conveying or devising such property is recorded *within ninety days* in the office for the Registry of Deeds for the county where the husband resides,

or, if he be not a resident of the State, for the county where the grantor or deviser resides or resided. Such separate property, in order to be free from creditors of the husband, must be invested in public stocks, real estate, personal securities, or household furniture in actual use by her; if invested in trade or commerce, it is not exempt. The wife may devise her separate estate, but the husband must endorse his consent thereto upon the will, unless it is all devised to him. A will of the wife's separate estate may, at any time, be revoked by her, without the husband's consent.

MICHIGAN.—The real and personal property of the wife at time of marriage, as also all that she may thereafter acquire by gift, grant, inheritance, or devise, is her separate property, exempt from all attachment by her husband's creditors; though she cannot receive property from her husband, after marriage, to the prejudice of such creditors. Her personal estate is liable for all debts contracted by her before marriage. She cannot give, grant, or sell any part of her individual estate, without her husband's consent, except by permission of court. She may devise and bequeath her separate estate by will, as if she were unmarried.

MISSISSIPPI.—All property, real and personal, owned by a woman at marriage, or acquired by her afterward, by gift, bequest, or purchase, (unless such property come to her from her husband after marriage,) including the slaves and their natural increase, so owned or acquired, is her separate property, free from liability by reason of his debts; such property being liable for her debts contracted before marriage.

MISSOURI.—All property held by a woman at time of marriage, or by her thereafter acquired by gift, bequest, heritage, or purchase with her own money, together with the rents and profits thereof, is her separate property, not liable for her husband's debt, or for costs and fines imposed upon him for violations of the statutes; such property being, however, liable for her debts before marriage. The husband cannot sell any part of his wife's separate estate without her consent and signature. She cannot receive property from her husband after marriage, to enable him to defeat the claims of his creditors.

NEW HAMPSHIRE.—Every woman possessed in her own right at

marriage of property, real or personal, may hold the same to her separate use; may lease, sell, bequeath by will, or otherwise dispose of the same, as if she were unmarried; nor is the same liable for the debts of the husband. A married woman, so possessed of property, may prosecute a suit at law in relation thereto for her own benefit in her own name. If a married woman die, leaving no will, her property, real and personal, descends to her heirs, as if she were single.

NEW YORK.—Every woman possessed at marriage of property, real or personal, or both, or who may acquire property after marriage by gift (other than from her husband), devise, bequest, distribution, or any patent of her own invention, may hold the same, and all rents, profits, and income thereupon, to her sole and separate use, free from the control of her husband, and from attachment by his creditors. Such separate estate, or any part of it, may be sold, conveyed, and devised by her, as if she were unmarried. All contracts between males and females in view of marriage are binding after marriage. A married woman has no authority to contract debts to be paid at any future time.

NORTH CAROLINA.—The property in land or real estate, brought by the wife to the husband at marriage, and all that she acquires by gift, will, inheritance, or otherwise, during marriage, can neither be sold or leased by him, without her consent, nor be attached or sold for his debts.

OHIO.—All the personal property of a wife at marriage, and all that she may thereafter acquire by devise, bequest, or inheritance, is exempt from claims of his creditors during her life, and the lifetime of the children begotten of her body. The husband cannot sell any part of the wife's real estate, without her consent and signature.

PENNSYLVANIA.—Every woman possessed at marriage of property, real or personal, or both, or who may acquire such thereafter, either by gift, heritage, or her own labor, holds the same, and all rents, profits and income therefrom, for her own separate property, free from the control of her husband, and from attachment by creditors for his debts. A wife may dispose of her separate estate by devise or bequest, as if she were single. Such will must be executed in the

presence of at least two witnesses, of whom the husband cannot be one.

If the wife have any separate property, she is responsible for her own debts, and for all debts incurred by authorized agents in her name ; also, for all wrongs or injuries done by her to others, as trespasses, defamations, assaults and batteries, and the like. Her property is also liable for all judgments rendered against the husband for debts incurred by her, either before or after marriage, or for injuries to the persons or properties of others ; and must first be levied upon, before that of the husband can be touched. Where suit is brought for necessities supplied to the family, the property of the husband must first be resorted to ; if that is insufficient, the wife's separate property may be taken, provided the wife personally contracted the debt, or the articles furnished were necessary for the support of the family of such husband and wife. The husband cannot mortgage, sell, or in any way incumber the wife's property, without her written consent, acknowledged before a judge of a Court of Common Pleas.

RHODE ISLAND.—Every woman possessed at marriage of property in her own right, or who may acquire property during marriage, by devise, bequest, or distribution, holds the same to her separate use, exempt from liability for the debts of her husband, both during his lifetime and after his death.

TENNESSEE.—The separate estate of a wife is exempt from attachment by the husband's creditors, during her lifetime. The same cannot be sold by the husband, or any part of it, without her consent and signature. If the husband die, leaving no children, the wife is entitled to all the real estate, after payment of debts, to dispose of as she may think proper.

TEXAS.—All property held by a woman in her own right at time of marriage, and all that she may thereafter acquire, by gift, devise, inheritance, or purchase with her own money, remains her separate property, exempt from all the debts of her husband ; provided, each part of such property is particularly described in a schedule, as her separate property, and recorded in the county or counties where such property lies ; if, of personal property, in the county where the

wife resides. The wife's separate estate is liable for her debts incurred prior to marriage. The husband cannot sell, convey, or dispose of any part of the wife's estate, without her consent to the same. The wife has a common interest in all property acquired during marriage (except it be acquired by gift, devise, or inheritance), and such common property may be sold by the husband without her consent, and is liable to be attached and sold by creditors for his debts.

VERMONT.—Every woman possessed at marriage in her own right of real or personal property, may hold the same to her separate use, together with all property that she may acquire during marriage by gift, devise, or purchase with her own money; and all such property is exempt from liability for her husband's debts. The wife cannot, however, sell or convey any part of such estate without the consent of her husband, who must join her in the deed. She may, however, devise the same, or any part, to her heirs.

VIRGINIA.—Though the wife has no separate property, she has, as widow, in addition to her dower of one-third of all the real estate, one-third of the husband's personal property; having, however, in slaves, only a life interest. If there are no children, she is entitled to the slaves and other personal property brought by her to her husband at marriage, and preserved in kind; if the husband left no issue by any former marriage, to one-half the remaining personal property of the husband, taking in slaves only a life interest.

WISCONSIN.—All property, real or personal, owned by a woman at marriage, with all which she may, during marriage, acquire, by gift, grant, bequest, inheritance, or purchase with her own money, and all rents, issues, and profits thereof, is her separate property, exempt from attachment by creditors of her husband, and not subject to his disposal; and she may convey, dispose of, devise or bequeath the same, or any part thereof, as if she were unmarried. The husband cannot sell, mortgage, or otherwise incumber such separate property, or any part thereof, without the consent and signature of the wife; but such property is alone liable for debts contracted by her previous to marriage

DIVORCE.—A divorce is the dissolution of the bond of matrimony, or the separation of husband and wife, by the judgment of a court having jurisdiction thereof, or by an act of the Legislature.

Divorces are of two kinds; *a vinculo matrimonii* (from the bond of matrimony), which dissolves and totally severs the marriage tie; and *a mensa et thoro* (from bed and board), which merely separates the parties.

If no constitutional provision prohibits, divorces from the bond of matrimony are granted by the various State Legislatures for causes by them deemed sufficient; and they are also granted, except in Maryland, by the court to which such jurisdiction is given, and for the causes set forth by the particular statute. In an application for a divorce on the ground of adultery, the fact that the petitioner (called the *libellant*) has himself, or herself, been guilty of the same; or has connived at its commission; or has voluntarily cohabited with the guilty party after knowledge of the committal of such offense; is, in either case, a sufficient ground for refusing to grant the divorce. In some of the States, where a divorce is granted upon the ground of adultery, the guilty party cannot marry the paramour during the the lifetime of the other innocent party; and in some, an adulteress so living, cannot alien her real property. A divorce from bed and board does not preclude the wife's right to dower.

The causes for which either kind of divorce is granted, vary materially in the different States. In all the States and Territories (excepting Utah), the following are legal grounds for a divorce from the bond of matrimony, viz.: all marriages within the forbidden degrees; all marriages effected by force or fraud; when the husband had another wife, or the wife another husband, at the time of marriage; either party being under the age of consent at the time of marriage; when, at such time, either was of unsound mind, or an idiot; for adultery; and in the slave States, marriages between a white person and a negro or mulatto. In all the States, except

Alabama, Connecticut, New Jersey, New York, and Vermont, impotency is also made a good ground for this kind of divorce. This divorce is also granted on the ground of abandonment and willful desertion for various periods, in every State, except Delaware and Maine, (in both of which a divorce from bed and board is granted), Maryland, Massachusetts (where *utter* desertion is made a ground for a divorce *from bed and board*), New York, North Carolina, South Carolina (where a divorce *from bed and board* is granted on this ground) and Virginia. The period required in the various States is as follows, viz. : for *one* year, in Arkansas, Florida, Indiana, Iowa, Minnesota, Oregon, and Wisconsin ; for *two* years, Illinois, Kentucky, Missouri, Pennsylvania, and Tennessee ; for *three* years, California, Connecticut, Georgia, Mississippi, New Hampshire, Ohio, Texas, and Vermont ; for *five* years, Louisiana, Michigan, New Jersey, and Rhode Island.

A divorce from the bond of matrimony will also be granted where either party is sentenced to imprisonment, in all the States, except Alabama, Connecticut, Delaware, Florida, Kentucky, Maine, Maryland, Mississippi, New Jersey, New York, North Carolina, Pennsylvania, Rhode Island, South Carolina, and Texas. The term of imprisonment required in the different States, is as follows, viz. : *two* years, in California and Georgia ; *three* years, in Michigan, Vermont, and Wisconsin ; *seven* years, in Massachusetts and Virginia ; convicted of an infamous crime, in Arkansas, Illinois, Indiana, Iowa, Louisiana, Minnesota, Missouri, New Hampshire, Ohio, Oregon, and Tennessee. Such a divorce will be granted on the ground of extreme cruelty, in all the States, except Alabama, Connecticut, Delaware, Maine, Massachusetts, New Jersey, North Carolina, South Carolina, (in which States a divorce from bed and board is granted for such cause), Mississippi, New York, Vermont and Virginia. In Florida, such treatment must have continued for at least *one* year ; in Illinois, for at least *two* years. A divorce from the bond of matrimony will

also be granted, on the ground of habitual drunkenness, in the following States, viz. : Arkansas, (for *one* year), Florida, (same time), Illinois, (*two* years), Indiana, Iowa, Louisiana, Minnesota, (*one* year), Missouri, (*two* years), New Hampshire, (*three* years), Oregon, (contracted since marriage), Rhode Island and Wisconsin, (*one* year previous to petition) ; in Georgia, North Carolina, and South Carolina, a divorce from bed and board is granted for this cause. In addition to the above grounds, a divorce from the bond of matrimony will be granted in the respective States, and for the causes, as follows, viz. : Arkansas, personal indignities which render life burdensome ; California, neglect to provide for the wife for three years ; Connecticut, where either party has been unheard of for seven years ; Florida, habitual indulgence of violent and ungovernable temper for one year ; Georgia, pregnancy of wife at time of marriage without husband's knowledge ; Indiana, neglect by the husband to provide suitably for the wife, and for any other cause than the above-enumerated, which the court may deem sufficient ; Iowa, when it is evident that the parties cannot live in peace and happiness together, and, that their welfare requires a separation ; Louisiana, when either party has been summoned to return to the common dwelling within one year previous to the application for divorce, or when either party, having committed an infamous crime, has fled from justice ; Michigan, when the husband neglects to provide the wife with sufficient means of support ; Missouri, endangering the life of the libellant, personal indignities which make life burdensome, or vagrancy on the part of the husband ; New Hampshire, when either party joins a sect which professes to believe the relation of husband and wife to be unlawful, and refuses for three years to cohabit with the libellant, or when for the same space of time, the husband refuses to make sufficient provision for the wife ; Ohio, for gross neglect of duty ; Oregon, personal indignities, rendering life burdensome, or neglect of the husband for one year to provide the wife a home and

the ordinary necessities of life; Pennsylvania, attempting the life of the libellant, or personal indignities, making life burdensome; Rhode Island, refusal or neglect of the husband to provide a suitable support for the wife, or gross misbehavior contrary to, and in violation of the marriage contract; Tennessee, where the wife, if white, at the time of marriage is pregnant with a black child, or when the husband has moved into the State and become a citizen, and the wife refuses to accompany and live with him; Texas, outrages and excesses which make life burdensome and insupportable; Vermont, when either party has been unheard of for some years, or when the husband neglects or refuses to provide for the wife.

In New York, no divorce from the bond of matrimony is granted, except upon the ground of adultery.

In Florida and Iowa, no divorces from bed and board are granted.

Besides the causes heretofore mentioned, a divorce from bed and board will be granted, in the various States, for the respective causes hereafter specified, to wit: Connecticut, personal indignities rendering life burdensome; Georgia, incompatibility of temper, or such causes other than those before named, which, in the opinion of the court, entitle the libellant to such divorce; Maine, neglect to provide suitable support for the wife; Massachusetts, for like causes; New Jersey, same cause; North Carolina, extravagance of the husband, such as impoverishes the family, or gross indignities; South Carolina, personal indignities; Wisconsin, when the conduct of either party renders it unsafe for the other to cohabit with him or her.

All the States require a residence in the State in which application for a divorce is made, on the part of the libellant; such residence varying, however, as to its required period, in the different States, from merely being a resident at the time of filing the libel to an actual residence of three years previous.

In Alabama, no decree for a divorce is valid unless sanctioned by two-thirds of the Legislature; in Delaware, no divorce is granted

for any cause occurring out of the State; in Kentucky, a person divorced by a Court of Chancery, cannot marry again within two years, nor will such court enforce a voluntary contract of separation between husband and wife; in Maryland, all divorces are granted by the Legislature, the petition therefor to be accompanied by the report of a Judge of Court, where the same has been previously heard; in Massachusetts, no divorce will be granted for any cause occurring out of the State, unless at the time of the offense one of the parties lived in the State, nor for any cause occurring before the parties lived together in the State, nor, in any case, unless the parties have lived together in the State; in New York, a divorce is granted for the cause specified, when both parties were inhabitants of the State at the time the offense was committed, or when the marriage having been performed in the State, the injured party, at the time of such commission and the filing of the petition, was an inhabitant of the State, or when the offense was committed in the State, and the injured party is an actual inhabitant at the time of filing the petition; in Texas, upon application for a divorce on the ground of adultery, the petitioner must have been an actual inhabitant of the State at the time the offense was committed as well as at the time of presenting the petition; and if the marriage was performed without the State, both parties must have been inhabitants at the time of adultery; after such divorce for any cause both parties being allowed to marry again. In Vermont, no divorce is granted for any cause, if the parties have never lived together as husband and wife; in Virginia, all marriages between a white person and a negro or mulatto are void without any legal decree to that effect, and no divorce is granted unless the parties have lived together in the State as husband and wife.

ALIMONY.—The allowance made out of a husband's estate, by a competent tribunal, to a wife legally separated from her husband, is

called alimony. It is of two kinds, permanent and temporary; the former being granted in case of perpetual separation from the husband by legal decree; the latter for a period regulated by the discretion of the proper tribunal.

A wife is entitled to alimony, both when applying for a divorce, and when she is resisting such application made by the husband; not, however, where the husband has obtained a divorce from her upon the ground of adultery.

In fixing the amount of alimony to be allowed, courts are ordinarily influenced by consideration of the following points: the wealth of the husband; the number of children and of others dependent upon him; the social position of the parties; and whether or not the wife has a separate estate from which she receives income.

RIGHTS OF WIDOWS.—In all the States except Indiana and California (in which dower has been abolished,) the widow's right to dower is not weakened by any real or supposed set-off for damages, nor by her personal debts, nor by the receipt by her of any rents or profits from the lands in which she is endowed: and the right to dower in such real estate is nevertheless maintainable at law.

Such right to dower does not embrace the crops growing upon such real estate at the time of her husband's decease, which go to the heirs.

In nearly all the States which recognize her right to dower, she has her election, in case a legacy is left to her by will of her husband, whether to take such legacy or claim her dower; which is an interest for her natural life in one-third of all the real estate of which her husband dies possessed. At her decease, the property of which she was endowed descends to the heirs of the husband. Her dower, too, lies only in the real estate left after payment of all the debts.

In the following States, express provision has been made that the

fact, that the widow is an alien, shall not bar her of her right to dower, viz.: Massachusetts, Michigan, Minnesota, Mississippi, New Jersey, New York, North Carolina, Ohio, Oregon, Tennessee, (if she be an inhabitant of the United States,) and Wisconsin.

As to personal property, the general rule is, that, if there be children, the widow is entitled absolutely in fee simple to one-third; if none, to one-half. In Alabama, however, if there be but one child, she takes one-half; if more than one and less than five, a child's share; if five or more, one-fifth; if none, one-half. In Florida, the widow is entitled to hold a life-interest in slaves; she may elect to take either dower or a child's share; if she take the former, she has but a life-estate; if the latter, a fee simple. In Kentucky, slaves are considered real estate, and descend in the same way. In Louisiana, the widow is entitled, in the absence of any will, to the rents, issues, and profits of the separate portions of the children, till they are of age, or she marries again.

In Missouri, a widow is also entitled to dower in all property leased for twenty years or more; she also holds in fee simple all the beds, bedding, wearing apparel, household furniture, provisions, spinning-wheels, cards, and other implements of industry necessary for the family; also kitchen furniture to the value of twenty-five dollars, and any other personal property desired, not exceeding two hundred dollars in value. If children are left, she takes a child's share of the personal property in fee simple; or, if preferred, one-third of the slaves for life, and one-third of the general personal property in fee, after payment of debts; if no children, she takes all the property, real and personal, brought by her to her husband at marriage, with one-half of all his estate, real and personal, after payment of debts.

In New Jersey, the widow is also entitled to all the personal property owned by her at marriage, together with all acquired during marriage by her by gift, devise, or descent; and may demand the same from

the executors or administrators. In New York a widow is not entitled to dower in real estate mortgaged to her husband, unless he had acquired a fee simple right to it. Where the husband exchanged lands which he held in fee simple for others, she cannot have dower in both, but must make her election, within eight months, which she will take. If no election be made, she is confined to those taken in exchange. In Ohio, articles of personal furniture owned by the widow at time of marriage, or of which she became possessed during marriage, by devise, bequest, inheritance, or purchase, belong to her, at the death of her husband, and cannot be sold to pay the debts of the estate. In Pennsylvania, if there be no children, the widow is entitled, in addition to dower, to the whole of the personal property.

In Tennessee, if there be no children, the widow is entitled, in fee simple, to all the real estate, after payment of debts.

In Missouri, the widow takes in slaves only a life-estate, if there are children; if none, she takes, in addition to dower, all the slaves and other remaining personal property derived from her at time of marriage and preserved in kind; if there be no children, and the husband leave no issue by any former marriage, she is further entitled to one half of the remaining estate, taking in slaves only a life-interest.

In California, a widow has no right in dower; nor has the husband any claim upon the property of a deceased wife, unless it be given him by will. One half of the common property (that is, all property, real and personal, together with the rents, issues, and profits of the same, acquired during marriage by both husband and wife in any other way than by gift, bequest, or inheritance,) goes to the survivor, and the other half to the children, if any; if none, the survivor takes the whole.

In Indiana, where the estate of a deceased husband does not exceed three hundred dollars in value, the widow takes it all; if it

does not exceed ten thousand dollars, one third; if it exceeds ten thousand, and is less than twenty thousand, one fourth; if more than twenty thousand, one fifth; in each case, free from the claims of creditors, and in fee simple, unless she marry again; in which case she has but a life-estate, descending at death to the husband's lineal descendants. If there be two or more children, she is entitled to one-third of the personal property; if but one, to one half.

Certificate of Marriage by a Magistrate.

THIS IS TO CERTIFY, that on the ninth day of October, in the year of our Lord one thousand eight hundred and —, before me, the subscriber, one of the Justices of the Peace within and for the County of Defiance, William W. Williamson, of the town of Defiance in said county, merchant, and Eliza R. Epping, of the same place, were joined in marriage; they declaring themselves clear of all engagements, or other lawful impediments, and taking each other for husband and wife, according to law.

In witness whereof, I have hereunto set my hand and seal, at Defiance aforesaid, the day and year above written.

NEWTON HARPER, [SEAL.]
Justice of the Peace.

Another Form.

TO WHOM IT MAY CONCERN:—

Know all men by these presents, that I, this day, with their mutual consent, united in the bonds of marriage, Theodore Edson, salesman, and Eunice C. Clark, daughter of Thomas R. Clark, merchant, all of this city; the said parties being known to me as the parties described in this certificate; it first having been satisfactorily proved to me by the affidavit of the said Thomas R. Clark and Theodore Edson, that there was no lawful impediment to such marriage.

Given at my office in the City of Baltimore, this fifth day of July, one thousand eight hundred and —.

ALEXANDER COPE,
Mayor.

By a Clergyman.

THIS IS TO CERTIFY, that on the twenty-seventh day of November, in the year of our Lord one thousand eight hundred and —, Allen Bayard, of Bristol, County of Bristol, attorney-at-law, and Emma E. Riley, of the same place, were by me united in the bonds of marriage, at Bristol aforesaid, according to the ordinance of God and the laws of the State of Rhode Island.

Given at Bristol aforesaid, the first day of December, A. D. 18—.

MYRON LAWRENCE,

Minister of the Gospel.

Another Form.

THIS IS TO CERTIFY, that Amos C. Stone, carpenter, of Savannah, and Sarah Ewing, spinster, of the same place, were, with their mutual consent, lawfully joined in matrimony, which was solemnized by me in the presence of Alfred Hall and Caleb Hardy, witnesses, the said Amos C. Stone and Sarah Ewing being known to me to be the parties described in this certificate.

Given under my hand this twenty-fifth day of December, in the year of our Lord one thousand eight hundred and —.

Witnesses,

ALFRED HALL, }
CALEB HARDY. }

GARRICK DAVIDSON,

*Pastor of Zion Methodist Episcopal
Church, in the city of Savannah.*

Marriage Articles.

ARTICLES OF AGREEMENT, of three parts, made and entered into this first day of October, in the year of our Lord one thousand eight hundred and —, by and between Clarence Talbot, of Columbia, District of Richland, and State of South Carolina, of the first part; Susan Dallas, daughter of Edmund E. Dallas, of Columbia aforesaid, of the second part; and Isaac Jenkins, of the same place, of the third part, as follows:—

Whereas the said Susan Dallas is seized and possessed in her own right, in fee simple, of and in certain lands, messuages, or tenements, with their appurtenances, being and situate in Columbia aforesaid; and whereas a marriage is intended to be had and consummated between the said Clarence Talbot and Susan Dallas, with

whom the said Talbot is to receive the sum of ten thousand dollars in money, besides, and in addition to, the lands, messuages, and tenements before-named, as and for the marriage portion of her, the said Susan : Now, therefore, in consideration of the foregoing premises, it is covenanted and agreed by and between the parties hereto, as follows, to wit :—

The said Clarence Talbot, for himself, his heirs, executors and administrators, doth covenant and agree, to and with the said Isaac Jenkins, his executors and administrators, that they, the said Clarence Talbot and Susan Dallas, his intended wife, shall, in case such intended marriage between them, the said Clarence and Susan, be had and consummated, by some conveyance or conveyances, good and sufficient in law, all those the above-described lands, messuages and tenements, with the appurtenances, whereof she the said Susan is seized as aforesaid, settle and secure upon and to the said Isaac Jenkins, to the use and behoof of the said Clarence Talbot, and his assigns, during the term of his natural life ; and from and after the decease of the said Clarence Talbot, then to the use and behoof of the said Susan Dallas, his intended wife, for and during the term of her natural life, should she, the said Susan, survive the said Clarence ; after her decease, or, in case the said Clarence survives the said Susan, then after his decease, to the use and behoof of the heirs of the body of the said Susan, by the said Clarence lawfully to be begotten ; and, in default of such issue, then to the uses and behoof of the said Susan, her heirs and assigns forever, and to and for no other use, intent, or purpose whatsoever.

And, inasmuch as the said Clarence Talbot is not, at present, seized or possessed of any estate sufficient to make a jointure for the said Susan Dallas, his intended wife, equivalent to her fortune, the said Clarence doth, for himself, his heirs, executors and administrators, covenant and agree, to and with the said Isaac Jenkins, his heirs and assigns, that, in case said intended marriage shall take effect, and he, the said Clarence, shall die in the lifetime of the said Susan, that he, the said Clarence, shall and will, by his last will and testament, in writing, or otherwise, give and secure unto the said Susan, the sum of ten thousand dollars, lawful money of the United States, or the full value thereof in lands, tenements, goods, and chattels, to be at her own proper disposal, and by her to be received and taken to her own proper use, behoof, and benefit.

In witness whereof, the parties herenuto have set their hands and seals, the day and year first above written.

Signed, sealed and delivered)	CHARLES TAUBER, [SEAL]
in presence of)	SEAN DALLAS, [SEAL]
GEORGE C. CHARBON,	ISAAC JENKINS, [SEAL]
PIERRE LAVAR.	

Agreement to Settle Wife's Property upon her after Marriage.

THIS AGREEMENT, made and entered into this fifth day of September, in the year one thousand eight hundred and , between Charles Ripley, of Somerville, County of Fayette, and State of Tennessee, of the first part; Eliza Henderson, of said Somerville, daughter of Thomas R. Henderson, of the second part; and William Rogers and John C. Carter, of the same place, of the third part; witnesseth:—

That, whereas marriage is about to be had and solemnized between the said Charles Ripley and the said Eliza Henderson, and the said Charles is desirous of providing for a suitable and proper settlement upon, and for the use, benefit, and behoof of, the said Eliza, his intended wife;

Now, therefore, the said Charles Ripley doth hereby covenant and agree, that, if the marriage so intended shall be had and solemnized, he shall and will, within thirty days thereafter, assign, transfer, and set over unto the said William Rogers and John C. Carter by good and sufficient assignments, transfers, and conveyances, twenty five shares of the capital stock of the Union Bank, of Nashville, County of Davidson, and State aforesaid, now owned by and belonging to the said Charles Ripley; and also the further sum of twenty five thousand dollars in lawful money of the United States; to have and to hold the same unto the said William Rogers and John C. Carter, to and for the sole and separate use and benefit of the said Eliza Henderson, during the term of her natural life.

And it is further agreed between the parties hereto, that, in case the said parties of the third part shall refuse to accept the said trust, then the said shares of stock and money, as aforesaid, shall be transferred, assigned, and set over, unto such person or persons as shall be nominated in writing by the said Eliza Henderson, to act and serve as such trustees, in the place and stead of the said

William Rogers and John C. Carter, to be by him or them held to and for the use and benefit of the said Eliza, as hereinbefore provided; and that the articles of settlement, to be executed in pursuance hereof, shall contain a provision for the appointment of a trustee to fill any vacancy which may transpire, except as above provided, by the nomination and appointment in writing of the said Eliza Henderson. In witness whereof, etc.,

Signed, sealed, etc.,

BARTRAM HIND,

EUGENE HILIARD.

CHARLES RIPLEY, [SEAL.]

ELIZA HENDERSON, [SEAL.]

WILLIAM ROGERS, [SEAL.]

JOHN C. CARTER, [SEAL.]

Settlement of Jointure instead of Dower.

THIS INDENTURE, made and entered into this seventeenth day of June, in the year of our Lord one thousand eight hundred and —, between Walter Harris, of Anderson, County of Grimes, and State of Texas, of the first part; Mary Ellen Thomas, daughter of Reuben Thomas, of Anderson aforesaid, of the second part; and Talbot Garsed, of the same place, of the third part; witnesseth:—

That the said Walter Harris, in consideration of a marriage about to be had between him, the said Walter Harris, and the said Mary Ellen Thomas, does, for himself, his heirs and assigns, covenant and agree to and with the said Talbot Garsed, his executors and administrators, that he, the said Walter Harris, his heirs and assigns, shall and will, forever hereafter stand seized and possessed of and in a certain tract or parcel of land, with the appurtenances, situate in the town of Georgetown, County of Williamson, and State aforesaid, and bounded and described as follows, to wit: (*describing the premises*); it being the same premises to the said Walter Harris, his heirs and assigns, in fee simple forever conveyed by one Darius Eaton, by deed of indenture dated the first day of April, in the year one thousand eight hundred and —, and recorded in the proper office for recording conveyances in said County of Williamson, in, etc.; to and for the uses following, that is to say: to the use, benefit, and behoof of the said Walter Harris, for and during the term of his natural life, without impeachment of waste; and after his marriage with the said Mary Ellen Thomas, and after his decease, to her use during her actual life (or, *if desired*, as long as she shall remain his widow and unmarried), without impeachment of waste, as

and for the jointure of her, the said Mary Ellen, and in lieu and satisfaction of her whole dower in his estate; and after his decease and the expiration of her estate, to the use of his heirs and assigns forever.

And the said Mary Ellen Thomas, party of the second part hereto, in consideration of the premises and of the further sum of one dollar, to her in hand paid by the said Walter Harris, party of the first part hereto, the receipt whereof is hereby acknowledged, doth for herself, her heirs, executors, and administrators, covenant and agree with the said Walter Harris, that the lands so as above assigned to her shall be in full satisfaction of her dower in his estate, and shall forever debar her from claiming the same, in case of her surviving the said Walter Harris after marriage; and further, if the said marriage shall take place, and she shall survive him, that she will not claim any share in his personal estate, unless some part thereof be given by him to her in his last will and testament, or by some act done by him subsequently to the execution of these presents. In witness whereof, etc.,
Signed, scaled, etc.

Petition for the Dismissal of an Insolvent Trustee, under a Marriage Settlement.

To the Honorable the Judges of the Court of Common Pleas, for the County of Montgomery:

The petition of James Hart, of the township of Whitemarsh, and County of Montgomery, and Jane, his wife, respectfully sheweth: That by indenture tripartite, bearing date the third day of November, in the year of our Lord one thousand eight hundred and —, between the said Jane, then Jane Myers, of the first part, your petitioner, James Hart, of the second part, and Henry Hallman, of the third part, executed in contemplation of the marriage then about to be solemnized between your petitioners, a large real estate, to the amount of upward of five thousand dollars, belonging to your petitioner, Jane Hart, was assigned, transferred, and set over unto the said Henry Hallman, to have and to hold unto him, his executors and administrators, upon the trusts and for the uses and purposes in said indenture mentioned, and which, by reference to the same, will more fully appear. That the said Henry Hallman took upon himself the duties of trustee, and the estate above-mentioned went into his hands, or remained there, upon the trusts and for the uses

and purposes in the said indenture mentioned; that the said Henry Hallman has mismanaged the estate committed, as aforesaid, to his care, and has neglected to perform the duties of the trust thus confided to him. That the said Henry Hallman is in insolvent circumstances, and has lately made an assignment for the benefit of his creditors. Your petitioners, therefore, pray that a citation may be issued to the said Henry Hallman, to show cause why he should not be dismissed from the said trust, in accordance with the requirements and directions of the Act of Assembly in such case made and provided. And they will ever pray, etc.,

JAMES HART,
JANE HART.

MONTGOMERY COUNTY, ss:

Before me, the subscriber, one of the Justices of the Peace within and for said county, personally appeared the above-named James Hart, and Jane Hart his wife, who being duly sworn (or *affirmed*) according to law, do depose and say, that the facts set forth in the foregoing petition are true to the best of their knowledge and belief.

JAMES HART,
JANE HART.

Sworn (or *affirmed*) and subscribed before me, this seventeenth day of December, A. D. 18—.

CHARLES GREGORY,
Justice of the Peace.

Declaration of a Married Woman to enable her to convey her Estate.

BE it remembered, that I, Esther C. Cummings, who am a party to the within-written indenture, do by these presents give and grant this my written consent to the said within-written indenture or deed of conveyance, and declare that the same was had and obtained previously to the execution of the said indenture, and that the said consent was not the result of coercion on the part of my husband, Gamaliel Cummings, but that the same was voluntarily given, of my own free will and accord, in compliance with the provisions of (*reciting the title and date of the statute*). In testimony whereof, I have hereunto set my hand and seal this twentieth day of August in the year one thousand eight hundred and —

ESTHER C. CUMMINGS, [SEAL.]

Sealed and signed in presence of, etc.

Acknowledgement of same.

COMMONWEALTH OF PENNSYLVANIA, ss.

Before me, the subscriber, one of the Judges of the Court of Common Pleas of Susquehanna County (or *the required officer*), in the Commonwealth aforesaid, personally appeared the above-named Esther C. Cummings, and acknowledged the foregoing written instrument of consent, signed by her, to be her act and deed, and that the same was done without any coercion of her husband, Gamaliel Cummings, and desired that the same might be recorded as such: and I certify that the same was done and executed before me, previously to the signing and execution of the within indenture or deed of conveyance.

In testimony whereof, I have hereunto set my hand and seal this twentieth day of August, A. D. one thousand eight hundred and —,

DAVID R. STOKES,

President Judge of the Court of Common Pleas of Sus. Co.

Acknowledgment of Deed after the Foregoing.

COMMONWEALTH OF PENNSYLVANIA, ss. :

Before me, the subscriber, one of the Judges of the Court of Common Pleas, of Susquehanna County, in the Commonwealth of Pennsylvania, appeared personally the above-named Gamaliel Cummings, and Esther C. Cummings, who severally acknowledged the above-written indenture to be their act and deed, and desired that the same might be recorded as such according to law. And the said Esther C. Cummings, being of full age, and by me examined separate and apart from her said husband, and the full contents of said indenture being by me first made known to her, did declare that she did voluntarily, and of her own free will and accord, seal, and as her act and deed deliver the said indenture, without any compulsion or coercion of her said husband.

In testimony whereof, etc. (as above.)

Articles of Separation between Husband and Wife.

THIS INDENTURE, of three parts, made the first day of March, in the year of our Lord one thousand eight hundred and —, between Stephen R. Adams, of Wellsborough, County of Brooke, and State

of Virginia, of the first part, and Clara E. Adams, his wife, of the second part, and Ezra H. Hamilton, trustee of the said Clara E. Adams, of the third part.

Whereas divers disputes and unhappy differences have arisen between the said party of the first part and his said wife, for which reason they have consented and agreed to live separate and apart from each other during their natural lives ; therefore, this indenture witnesseth, that the said party of the first part, in consideration of the premises, and in pursuance thereof, doth hereby covenant, promise and agree, to and with the said trustee, and also, to and with his said wife, that it shall and may be lawful for her, the said wife, at all times hereafter, to live separate and apart from her ; and, that he shall and will allow and permit her to be and reside, in such place and places, and in such family and families, and with such relations, friends and other persons, and to follow and carry on such trade and business, as she may from time to time choose or think fit to do ; and that he shall not nor will not, at any time, sue, or suffer her to be sued, for living separate and apart from him, or compel her at any time hereafter to live with him, or molest, disturb, or trouble her for living separate and apart from him, nor sue, molest, or trouble any other person whomsoever, for receiving, entertaining, or harboring her ; and, that he will not, without her consent, visit her, or knowingly enter any house or place, where she shall be, dwell, or reside, or send, or cause to be sent, any letter or message to her ; nor shall or will at any time hereafter, claim or demand any of her money, jewels, plate, clothing, household goods, furniture, or stock in trade, which she now hath in her power, custody or possession, or which shall be devised, bequeathed, or given to her, or which she may at any time hereafter by her own exertions or with her own money acquire ; and, that she shall and may enjoy and absolutely dispose of the same, as if she were a *feme sole*, and nomarried ; and, further, that the said party of the first part, shall and will, well and truly pay, or cause to be paid unto her, his said wife, for and toward her better support and maintenance, the yearly sum of five hundred dollars, free and clear of all charges and deductions whatsoever, for and during her natural life, at or upon the first days of January, April, July and October, in each and every year during her said natural life, which the said trustee doth hereby agree to take, in full satisfaction for her support and maintenance, and all

alimony whatever ; and the said trustee, in consideration of the sum of one dollar to him duly paid, doth covenant and agree, to and with the said party of the first part, to indemnify and bear him harmless of and from all debts of his said wife, contracted, or that may hereafter be contracted by her, or on her account ; and, if the said party of the first part shall be compelled to pay any such debt or debts, the said trustee hereby agrees to repay the same upon demand, to the said party of the first part, with all damage and loss that he may thereby sustain. In witness whereof, etc.,

Signed, sealed, etc.,

HORACE EPSOM.

DERBY DREW.

STEPHEN R. ADAMS, [SEAL.]

CLARA E. ADAMS, [SEAL.]

EZRA H. HAMILTON, [SEAL.]

Bond to suffer a Wife to Live apart from her Husband.

KNOW ALL MEN BY THESE PRESENTS, that I, Rufus Loomis, of Madison, County of Dane, and State of Wisconsin, am held and firmly bound unto Burnet Barnes, of the same place, to the use of and in trust for Martha C. Loomis, my wife, in the sum of three thousand dollars, lawful money of the United States, to be paid to the said Burnet Barnes, or his certain attorney, executors, administrators, or assigns, to and for the use and benefit of my said wife ; to which payment, well and truly to be made, I do bind myself, my heirs, executors and administrators, and each and every of them, firmly by these presents ; sealed with my seal, and dated this fifteenth day of May, in the year one thousand eight hundred and —.

The condition of this obligation is such, that, whereas the said Martha C. Loomis, wife of the said Rufus Loomis, is now living, and hath for several years last past, lived separate and apart from the said Rufus Loomis, her husband, and hath, during such time, maintained and provided for herself and Abby, the daughter of the said Rufus Loomis, without any expense to him, the said Rufus ; and, whereas it is agreed between the said Rufus Loomis, and the said Martha C., his wife, that the said Martha C., wife of the said Rufus, shall and may, at all times hereafter, live separate and apart from the said Rufus ; and also, that the said Martha C., shall and may have, hold, and enjoy, to her sole and separate use, all such moneys, goods and effects, as she, the said Martha C., is now possessed of, or which she shall or may, at any time or times hereafter, get or acquire, or which shall be given or bequeathed to her by any person

or persons whatsoever, without any hindrance, molestation, or interruption of or by him, the said Rufus Loomis. And, whereas the said Rufus Loomis, hath also agreed to behave himself peaceably and quietly toward the said Martha C., his wife, and the said Abby, his daughter, and not to molest, assault, or mistreat, or do any bodily hurt or injury to them, or either of them. Now, therefore, if the above-bounden Rufus Loomis, shall and do, from time to time, and and at all times hereafter, during the term of his natural life, permit and suffer the said Martha C., his wife, and the said Abby, his daughter, (in case they, or either of them, shall chance so long to live,) to live separate and apart from the said Rufus Loomis, without any molestation, disturbance, or interruption of or by him, the said Rufus; and, also, if the said Rufus Loomis, his executors or administrators, shall and do at all times hereafter, permit and suffer the said Martha C., his wife, to have, hold, and enjoy, to her sole and separate use, all and every the moneys, goods, chattels, and effects, which the said Martha C., shall or may at any time or times hereafter, get or acquire, or which shall or may be given or bequeathed to the said Martha C., by any person or persons whatsoever, without any hindrance, molestation, or interruption, of or by him, the said Rufus; and also, if the said Rufus Loomis shall and do, from time to time, and at all times hereafter, demean and behave himself peaceably and quietly toward the said Martha C., his wife, and the said Abby, his daughter, and each of them, and shall not, nor do in any manner whatsoever, molest, assault, disturb, or do any bodily hurt or injury to the said Martha C., his wife, and the said Abby, his daughter, or either of them, then this obligation to be void; but, if default be made in performance of all or any of the above-specified conditions, then this obligation to remain in full force and virtue.

Signed, sealed, etc.,

RUFUS LOOMIS, [SEAL.]

EMMETT HUGHES,

HORATIO GATES.

Petition for Divorce from the Bond of Matrimony, for Desertion.

To the Honorable the Judges of the Circuit Court, of the County of Benton:

The petition of Harriet E. Eaton, of Oxford in said county, by

her next friend, Hastings Tolman, respectfully sheweth: That your petitioner was, on the first day of December, in the year one thousand eight hundred and ———, lawfully joined in marriage with Chester H. Eaton, her present husband, and from that time until the fourteenth day of August, in the year one thousand eight hundred and ———, lived and cohabited with him, and hath in all respects demeaned and conducted herself as a dutiful and affectionate wife; and, although by the laws of God, as well as the mutual vows plighted to each other, they were bound to that uniform constancy and regard which of right should be inseparable from the marriage relation, yet so it is, that the said Chester H. Eaton, in violation of his marriage vow, from the said fourteenth of August, in the year one thousand eight hundred and ———, hath willfully and maliciously deserted and absented himself from the habitation of this petitioner, without any just and reasonable cause, and such desertion hath persisted in for the term of three years and upward, and still doth continue to absent himself from the said petitioner: Wherefore, your petitioner showing that she is an inhabitant of the State of Alabama, and hath resided therein for more than three years previous to the filing of her petition, prays your Honors, that a subpoena may issue, in due form of law, directed to the said Chester H. Eaton, commanding him to appear in this Honorable Court, at ——— Term next, to answer the complaint aforesaid; and, also, that a decree of this Honorable Court may be made for the divorcing of her, the said Harriet E. Eaton, from the bond of matrimony, as if she had never been married. And she will ever pray, etc.,

HARRIET E. EATON,

By her next friend,

HASTINGS 'TOLMAN.

BENTON COUNTY, ss:

The above-named Harriet E. Eaton being duly sworn (or *affirmed*) according to law, doth depose and say, that the facts contained in the above petition or libel are true, to the best of her knowledge and belief; and that the said complaint is not made out of levity, or by collusion between her, the said Harriet E. Eaton, and the said Chester H. Eaton, her husband, and for the mere purpose of being freed and separated from each other, but in sincerity and truth, and for the causes mentioned in the said petition or libel.

HARRIET E. EATON

Sworn (or *affirmed*) and subscribed before me, this tenth day of January, A. D. 18—.

COMLY BIGLER,
Justice of the Peace.

Same, for Cruel Treatment.

To the Honorable the Judges, etc., (*of the proper court*).

The petition of Harriet E. Eaton, the wife of, etc., by her next friend, etc., [*proceeding, as in the foregoing, as far as* “from the marriage relation,”] yet so it is, that, the parties being at the time domiciled within the State of Alabama, the said Chester H. Eaton hath offered such indignities and cruelties to the person of your petitioner, as to render her condition intolerable, and her life burdensome, and thereby forced her to withdraw from his house and family.

Wherefore, your petitioner showing that she is an inhabitant of the State of Alabama, and has resided therein for upward of three years previous to the filing of this her petition, prays, etc., [*as in the foregoing ; adding affidavit.*]

Same, on the Ground of Adultery.

To the Honorable, etc.

The petition of, etc. (*as before*) ; yet so it is, that the said Chester H. Eaton, in violation of his marriage vow, hath for a considerable time past, given himself up to adulterous practices, and been guilty of adultery with one Mary R. Chase, of said Oxford, and divers other persons to your petitioner unknown.

Wherefore, your libellant further showing, etc., [*as before, with affidavit.*]

For Divorce from Bed and Board, and for Alimony, on the Ground of Extreme Cruelty.

To the Honorable, the Judges, etc.

The petition of, etc. (*as before*) ; yet so it is, that the said Chester H. Eaton did, on the twelfth day of February, in the year one thousand eight hundred and —, the said parties being at that time domiciled within the State of Alabama, and at various other days and times, turn this libellant (his wife) out of doors, striking and

beating her violently at the same time, and treat her with such extreme cruelty as thereby to endanger her life.

Wherefore, your libellant further showing that she is, etc. [*as before, as far as through*, "to answer the complaint aforesaid."] And also, that a decree of this court may be given, granting this libellant a divorce from bed and board, and also allowing her such alimony as the circumstances and condition of the said Chester H. Eaton will permit, so as the same do not exceed one third part of the annual profit or income of his estate, or of his occupation and labor. And she will ever pray, etc. [*adding affidavit, as before.*]

Petition to the Legislature for Divorce from Bond of Matrimony.

[To be accompanied by the depositions of witnesses, proving the facts set forth.]

To the Honorable the Senate and House of Representatives of the State of Alabama, in Legislature assembled:—

The petition of Harriet E. Eaton, by her next friend, Hastings Tolman, humbly sheweth:—That your petitioner, on the first day of December, in the year of our Lord one thousand eight hundred and —, was bound in matrimony, and married to a certain Chester H. Eaton, of said County, and from that time continued to cohabit and live with him until about the fourteenth day of August, in the year one thousand eight hundred and —, at which time your petitioner and her said husband separated. [*Here set forth in full the facts upon which the petition rests.*]

Your petitioner, therefore, humbly prays your honorable bodies will be pleased to pass an act dissolving the marriage contract between her and the said Chester H. Eaton, so that they may be freed and separated from each other in all times to come. And as in duty bound, she will ever pray, etc., [*appending affidavit.*]

Petition of Widow for Dower.

To the Honorable the Judge of Probate (or *the proper court*), within the County of Nantucket.

The petition of Hannah Cartwright, of Nantucket, County of Nantucket, and State of Massachusetts, widow of Nathaniel W. Cartwright, late of Nantucket aforesaid, deceased, respectfully

represents: That her said husband died on the nineteenth day of August, A. D. 18—, leaving an estate in fee, belonging to him and in his possession at the time of his decease, in and to a certain tract or parcel of land, situate and being in said Nantucket, bounded and described as follows, to wit: (*describing the premises*), with the appurtenances; that her dower therein has not, at the date of this petition, been assigned to her, though more than forty days (or, *the requisite time by statute*) have passed since such decease.

Wherefore, your petitioner respectfully asks this honorable court that her dower in the premises aforesaid may be by metes and bounds measured and defined, and the same set off and assigned to her. And she will ever pray, etc. Dated this fourth day of November, A. D. 18—.

HANNAH CARTWRIGHT.

[*To be accompanied by the following notice to the heir.*]

TO GEORGE C. CARTWRIGHT:

Picase take notice, that the petition of which the above is a copy will be presented to the Judge of Probate within and for the County of Nantucket, on the tenth day of November, A. D. 18—, at Nantucket in said County, and that a motion will then and there be made to grant the same. Dated this fourth day of November, A. D. 18—.

HANNAH CARTWRIGHT.

Release of Dower by Endorsement.

KNOW ALL MEN BY THESE PRESENTS, that I, Maria H. Watson, widow and relict of the within-named Christopher Watson, deceased, for divers good causes and considerations, me thereunto moving, and especially for and in consideration of the sum of one dollar, to me in hand paid by the within-named Christian Dunlap, at and before the ensembling and delivery hereof, the receipt whereof is hereby acknowledged, have remised, released, quit-claimed, and by these presents do remise, release, and quit-claim unto the said Christian Dunlap, his heirs and assigns, all and all manner of dower, and right and title of dower, and any other right, title, or interest whatsoever, which I, the said Maria H. Watson, now have, or may, might, should, and of right ought to have or claim, of, in, to, or out of, all that the within-mentioned messuage or tract of land granted to the said Christian Duulap, with the appurtenances; and also, all

manner of action and actions, writ and writs of dower, or other actions, and right to make distress, whatsoever; so that neither I, the said Maria H. Watson, nor any other person or persons whatsoever, for me, or in my name, right, or stead, any manner of dower, or writs of dower, or actions, rights or title of dower, or other interest, claim, or demand whatsoever, of or in the said messuage or tract of land, hereditaments and premises within-mentioned, or of or in any part or parcel thereof, at any time hereafter, shall or may have, claim, or prosecute against the said Christian Dunlap, his heirs or assigns.

In witness whereof, I have hereunto set my hand and seal, this fifteenth day of March, in the year one thousand eight hundred and —.

MARIA H. WATSON, [SEAL.]

Signed, sealed and delivered }
in presence of }

ANTHONY COOPER,

JUSTUS WHITE.

[*The above to be acknowledged in the usual form.*]

Petition for Citation to Widow to Elect as to taking a Bequest or Dower.

To the Honorable the Judges of the Orphans' Court [or, *the proper Court*] of the County of Blair :

The petition of Andrew H. Mason, of Hollidaysburg, in the County of Blair, and State of Pennsylvania, respectfully represents : That he is one of the legatees under the will of Solomon F. Mason, late of said Hollidaysburg, deceased ; that by said will, certain real estate was devised, (or, *personal estate was bequeathed*), to Althea G. Mason, the now widow and relict of said decedent ; that said decedent has been dead now longer than twelve months, (or, *whatever the Statute time may be*), and the said Althea G. Mason has not made her election to take or refuse the said devise (or, *bequest*), which, if accepted, is in lieu of her right of dower, as by the Act in such case made and provided, is directed.

The petitioner therefore prays the Court to grant a citation directed to the said Althea G. Mason, commanding her to be and appear at an Orphans' Court, (or, *the proper Court*), to be holden on the twentieth day of October, A. D. 18—, then and there to make her election, either to accept such devise (or *bequest*) in lieu of

dower, or to waive the same, pursuant to the direction of the Act of Assembly, in such case made and provided. And he will ever pray, etc.

ANDREW H. MASON.

[Add the usual Affidavits.]

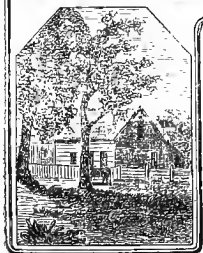
Bond of Indemnity against Claim for Dower

KNOW ALL MEN BY THESE PRESENTS, that I, Whiting Green, of Quincy, County of Gadsden, and State of Florida, am held and firmly bound unto Ethan Stone, of the same place, in the sum of one thousand dollars, lawful money of the United States, to be paid to the said Ethan Stone, his certain attorney, executors, administrators, or assigns; to which payment, well and truly to be made, I do bind myself, my heirs, executors, and administrators, and each of them, firmly by these presents; sealed with my seal, and dated this twenty-first day of September, in the year of our Lord one thousand eight hundred and ——. The condition of this obligation is such, that whereas the above-bound Whiting Green, by indenture bearing even date herewith, hath granted, bargained, and sold unto the said Ethan Stone, all that certain messuage or piece of land, situate, etc., [*describing the premises*], with the appurtenances, to hold the same to him, his heirs and assigns, forever, as by the said indenture, relation thereunto being had, appears: If, therefore, the said Whiting Green, his heirs, executors, and administrators, shall and do from time to time, and at all times hereafter, well and sufficiently save, keep harmless, and indemnify the said Ethan Stone, his heirs, executors, and administrators, and his and their goods and chattels, lands and tenements, of and from the dower or thirds which Julia E. Green, the wife of the said Whiting Green, shall or may claim in the premises, and of and from all actions, suits, payments, costs, charges, and damages, for and by reason thereof, then this obligation to be void; otherwise to be and remain in full force and virtue.

WHITING GREEN, [SEAL.]

Signed, sealed and delivered }
 in presence of }
 WATSON REDDING,
 JOSIAH WAITE.

MASTER AND APPRENTICE.



THE OLD "RED HOUSE," IN
WILKESBARRE, PENN.

AN APPRENTICE is one bound in due form of law, to a master, to learn from him his art, trade, or business, and to serve him during the time of his apprenticeship.

The contract is usually entered into by indenture or by deed, and continues for no longer time than the minority of the apprentice.

The duty of the master, by virtue of the contract, is to instruct the apprentice by teaching him, in good faith, the knowledge of the art, trade, or business, which he himself professes or follows. He stands toward the apprentice in the relation of a parent, and should watch over his conduct, giving him good advice, and affording him a safe example, as to a father rightly pertains. He is under obligation to fulfill all the covenants made by him in the indenture; he can not abuse his authority, either by bad treatment, or by employing the apprentice in menial occupations, wholly distinct from the art, trade, or business, which the latter is to learn; nor can he dismiss the latter, except by application to the proper tribunal, assigned by the laws of the particular State, upon whose decree the indenture may be cancelled.

An apprentice, on his part, is under obligation to obey all the lawful commands of the master, to take care of his property, to advance, as far as he may, his interests, to endeavor to learn his art, trade, or business, and perform all the covenants entered into by

him in the indenture, so far as the same are in accordance with law. During the term of his apprenticeship, he cannot leave the service of his master.

The consent of the parent or guardian, if there be such, is necessary in every binding of an infant, unless the latter be a charge ; in which case the Overseers of the Poor, or other constituted authority, of the particular County, have authority to bind him to service.

An indenture executed by a minor, with the consent of his sister, as his next friend, has been adjudged valid ; nor is it, in any case, necessary, where an indenture is to be made in the name of a person, acting as next friend of the minor, that the latter should receive an appointment to that effect from legal authority.

An indenture of apprenticeship, executed by an infant, without the consent of his parent or guardian, is not binding upon the infant ; nor can the father of an infant bind him as an apprentice without such infant's consent ; the latter must become a party to the execution of the instrument.

An apprentice, bound in a particular State to learn any trade or calling, cannot in the absence of any provision to that effect in the indenture, be taken out of the State ; unless such removal is necessarily connected with the proper fulfillment of the contract, as in the case of seafaring men, etc.

An indentured apprentice cannot be assigned to another by the master, unless the indenture extends to the latter and assigns ; nor even then, except with the consent of the apprentice, and his parent or guardian, if there be such.

The death of the master terminates the apprenticeship, unless the indenture run to the executors or administrators ; the words, "heirs and assigns," will not operate to continue it after such event.

An apprentice will be discharged by the proper authority for acts of the master injurious to his mind or morals ; as for compelling him to work upon Sundays.

Indenture of Apprenticeship for a Boy, to Learn a Trade.

THIS INDENTURE, made the first day of May, in the year of our Lord one thousand eight hundred and —, witnesseth : That John Stanley, now of the age of fourteen years, the son of Thomas Stanley, of the City and County of Sacramento, in the State of California, by and with the advice and consent of his father, the said Thomas Stanley, testified by his becoming a party hereto, (or, *endorsed hereupon*, as the case may be), hath voluntarily, and of his own free will and accord, bound and put himself, and by these presents doth bind and put himself, apprentice to Samuel C. Henry, of Sacramento aforesaid, jeweler, to learn the art, trade, and mystery of a jeweler, and after the manner of an apprentice to dwell with and serve the said Samuel C. Henry, (*if it is intended that the apprenticeship shall continue after the death of the master, or that the latter shall have authority to assign the apprentice to another, insert here the words*, "his executors, administrators, and assigns.") from the day of the date hereof, for and during, and until the full end and term of seven years, thence next ensuing, and fully to be completed and ended, (*or, until the — day of —, in the year of our Lord one thousand eight hundred and —, or, until the said John Stanley shall have attained the age of twenty-one years, which will be on the —day of — A. D. 18—*]; during all of which term the said apprentice his said master faithfully, honestly, and industriously shall and will serve; his secrets keep, and lawful commands upon all occasions, and everywhere readily obey; in all respects dutifully and obediently acting, as a faithful and obedient apprentice ought to do, and as to such pertain.

And the said Samuel C. Henry (*inserting here, if desired, the words*, "his executors, administrators, and assigns,") shall and will teach and instruct, or cause to be taught and instructed, the said apprentice in the art, trade, and mystery of a jeweler; and shall send and keep the said apprentice to and at a school, taught by some competent teacher, for three months, at least, in each and every year, [*or, limit the period of schooling, if desired; or, until he shall arrive at the age of eighteen years, which will be on, etc.*], and shall and will find and provide for the said apprentice sufficient school-books, meat, drink, apparel, washing, and lodging, during the said term; and at the expiration thereof shall and will

give his said apprentice two suits of apparel, one whereof shall be new (or, *as agreed upon*).

[*If necessary, here insert*, "and the said Samuel C. Henry acknowledges that he has received, with the said John Stanley, from Thomas Stanley, his father, the sum of one hundred dollars, as a compensation for his instruction, as above-mentioned;" or, as follows: "And the said Samuel C. Henry further agrees to pay to the said Thomas Stanley, father of the said John Stanley, the following sums of money, to wit: for the first year of his service, twenty-five dollars; for the second year of his service, seventy-five dollars; and for each and every subsequent year, until the completion of his term of seven, the sum of one hundred dollars; which said payments are to be made on the first day of May in each and every year."]

And for the true performance of all and singular the covenants and agreements hereinbefore contained, the said parties bind themselves, each unto the other, jointly by these presents.

In witness whereof, the said parties to these presents have hereunto set their hands and seals, the day and year first above written.

Signed, sealed and delivered }	SAMUEL C. HENRY,	[SEAL.]
in presence of }	JOHN STANLEY,	[SEAL.]
HARRISON DAVIS,	THOMAS STANLEY,	[SEAL.]
REUBEN SHERMAN.		

If the consent of the required party is to be given by endorsement upon, or writing below the indenture, the following will be of use:—

Consent of Father or Mother.

I do hereby consent to, and approve of, the binding of my son, John Stanley, as in the within (or, *above*) indenture mentioned. Dated the first day of May, in the year 18—.

THOMAS STANLEY.

Certificate of Justice upon consent of Mother.

I, Elnathan Wood, a Justice of the Peace, within and for the county of —, residing in the town of —, in said county, do hereby certify that Thomas Stanley, the father of the infant named in the within (or *above*) indenture, is dead [*or, is not legally capa-*

citated to give his consent thereto; *or*, has abandoned and neglected to provide for his family.] Dated the first day of May, A. D. 18—

ELNATHAN WOOD,

Justice of the Peace.

Consent of Guardian.

I, WILLIAM E. HILARY, the guardian, duly appointed, of John Stanley, in the within (or *above*) indenture named, do certify, that the father and mother of the said John Stanley, are dead, [*or*, that the father of the said John Stanley is dead, and that the mother of the said John Stanley refuses her consent to the said indenture of apprenticeship; *or*, is not legally capacitated to give her consent to the said indenture of apprenticeship;] and that I do hereby consent, as such guardian, that he, the said John Stanley, may bind himself in and by the said indenture. Dated the first day of May, A. D. 18—.

WILLIAM E. HILARY,

Guardian of the said John Stanley.

[The above form may be varied as required, where the consent of the Overseers of the Poor, or Justices of the Peace, or County Judge, or the like is required, in the case of the binding of an infant who is a charge.]

Indenture of Apprenticeship for a Girl to learn Housework, etc.

THIS INDENTURE, made the first day of April, in the year of our Lord one thousand eight hundred and 18—, witnesseth: That Betsey Johnson, now fifteen years of age, daughter of Rachel R. Johnson, of Meriden, county of New Haven and State of Connecticut, (relict of the late Benjamin F. Johnson of Meriden afore said), by and with the consent of the mother, or her next friend, testified by her becoming a party thereto, (*or*, by her mother's consent below appended; *or*, by her written consent hereon endorsed;) hath bound and put herself, and by these presents doth bind and put herself, apprentice to Joshua Stark, of said Meriden, yeoman, with him [*if desired, here insert as in the foregoing*; "his executors, administrators and assigns;"] to dwell and serve from the day of the date hereof until the full end of the term of six years, next ensuing, fully to be completed or ended [*or varying as in the preceding*]; during which term the said Betsey Johnson her said mas-

ter faithfully shall and will serve, in all lawful business, according to her power and ability; and honestly and obediently in all things demean and behave herself toward the said master during the term aforesaid.

And the said Joshua Stark [*here add if desired*, "his executors, administrators, and assigns,"] shall and will teach and instruct, or cause to be taught and instructed, the said apprentice, in sewing, knitting, and housewifery, the management of the dairy, and all matters connected with the calling of a farmer, properly to be taught to her, the said apprentice, together with reading, writing, and the other usual branches of a common-school education; and shall and will, during the said term, find, provide, and allow her sufficient meat, drink, clothing, lodging, washing, and all other necessities; and at the expiration of the term aforesaid, shall and will give unto the said apprentice two suits of apparel, one whereof shall be new (or, *as agreed upon*). In witness whereof, etc.

Signed, etc.

MATTHIAS HALL,

GEORGE REED.

JOSHUA STARK, [SEAL.]

BETSEY JOHNSON, [SEAL.]

RACHEL R. JOHNSON, [SEAL.]

Agreement of a Father binding himself in Damages, to be endorsed upon Indenture.

In consideration of the covenant and agreement, on the part of Samuel C. Henry, to be performed and kept to and with my son John Stanley, specified and contained in the within written indenture, I do hereby bind myself to the said Samuel C. Henry for the true and faithful performance and observance, on the part of the said John Stanley, of all and singular the matters and things by him to be performed and observed, in and by the written indenture; and I do hereby covenant and agree to and with the said Samuel C. Henry, that the said John Stanley shall, in all things, well and truly perform and observe the same. In witness whereof, etc.

Signed, etc.

DANIEL DARE,

HARRY HOLT.

THOMAS STANLEY, [SEAL.]

SAMUEL C. HENRY, [SEAL.]

Assignment of an Indenture of Apprenticeship.

KNOW ALL MEN BY THESE PRESENTS, that I, the within-named Samuel C. Henry, by and with the consent of John Stanley, my

within-named apprentice, and Thomas Stanley his father, (or *as the case may be*,) parties to the within indenture, testified by their signing and sealing these presents (*or*, by their written acknowledgment hereto appended,) for divers good causes and considerations, have assigned and set over, and do hereby assign and set over, the within indenture and the said John Stanley, the apprentice within-named, unto Charles Heinemann [*inserting, if desired, the words, "his executors, administrators and assigns,"*] for the residue of the within-mentioned term, he [*and they, if desired*] performing all and singular the covenants therein contained on my part to be kept and performed.

And I, the said John Stanley, do hereby covenant, on my part, with the consent of my father, the said Thomas Stanley, faithfully to serve the said Charles Heinemann, as an apprentice, for the residue of the term within-mentioned, and to perform toward him all and singular the covenants within-mentioned, on my part to be kept and performed.

And I, the said Charles Heinemann, for myself, [my executors and administrators, *if desired*,] do hereby covenant to perform all and singular the covenants within-mentioned on the part of the said Samuel C. Henry, to be kept and performed toward the said apprentice.

Witness our hands and seals, at the City and County of Sacramento, the eighteenth day of October, in the year one thousand eight hundred and —.

SAMUEL C. HENRY, [SEAL.]

JOHN STANLEY, [SEAL.]

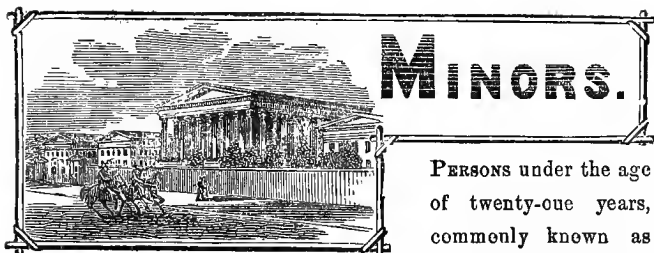
THOMAS STANLEY, [SEAL.]

CHARLES HEINEMANN, [SEAL.]

Signed, sealed, and delivered, the eighteenth day of October, A. D. 18—, the assent of each of the parties hereto being fully given.

Before me,

ELI HUNT,
Justice of the Peace.



BIRARD COLLEGE, PHILADELPHIA, PA., FOR THE BENEFIT
OF DESTITUTE ORPHANS.

PERSONS under the age of twenty-one years, commonly known as minors, are in legal language called infants.

In respect to property, females are of legal age in Ohio, Illinois, Iowa, and Vermont, at eighteen years.

At the age of fourteen, a male may make choice of a guardian, if one is in law required for him ; may bind himself as an apprentice, even if his parents refuse, provided the proper authorities approve, and is competent to consent to a contract for marriage. At seventeen, he may make a testament of personal property, and act as executor.

Unless some statute enactment control, a female may be betrothed or given in marriage, at the age of seven ; at nine, if a wife, is entitled to dower ; at twelve, may give her consent to a contract of marriage ; and, if possessed of sufficient discretion, in the judgment of the proper tribunal, may make a will of her personal property ; at fourteen, may choose a guardian ; at seventeen, may be an executrix ; and, at eighteen, may dispose of herself and property.

With both sexes, however, it is to be borne in mind, majority or full age, in legal acceptation, is not attained till the age of twenty-one years is reached.

If a person be born, for instance, upon the first day of February,

he is competent to contract upon the last day of January ; he being then, in the eyes of the law, twenty-one years of age, the law recognizing no fractions of a day.

An infant under the age of seven years, is deemed, in law, incompetent to commit a crime, for which he can be legally punished ; between seven and fourteen, his responsibility for crime is estimated according to the light afforded by his actions in general ; above fourteen, he is deemed as responsible for crimes as an adult.

If goods are sold upon credit to an infant, and he refuse to pay for the same ; if a horse, for example, be bought of him, and the price paid therefor, and he refuse to deliver ; or, if he give his promissory note, or bond, or if he borrow money ; in either case, the seller, buyer, holder, obligee, or creditor is without remedy against him, in the absence of fraud on his part. So, if he undertake to do a certain act and receive money therefor in advance, he cannot be compelled to perform his promise after he has parted with the consideration ; nor can the money be recovered from him.

If, however, he retain the specific and identical consideration, and it can be identified, he is considered the trustee for that purpose of the party, and, upon his disavowing the contract, or refusing to perform it, is bound to surrender such particular consideration.

He is not bound by his executed contract, if the other party can place him in the same situation, in respect to the subject-matter of the contract, that he occupied before such contract was entered into ; but he must, in the event of such replacing, return the consideration advanced to him.

An infant, making a contract plainly beneficial to himself, can hold the other party to it ; but, if such contract be not to his benefit, he may disown it, at his option.

If he make a contract, to take effect when he becomes of age, he

may consider himself bound by it, or not, after he attains his majority.

If he has been forced into a marriage against his wishes, he may affirm or disaffirm the same, upon reaching his full age.

If an infant husband contract for necessities for his family, to be paid for when he becomes of age, such contract is binding upon him.

An infant is not prevented from avoiding any contract into which he may enter, by the fact, that his parents have released their claim to his services, or the wages accruing therefrom.

An infant can make contracts for necessities, as food, lodging, clothing, instruction, and medicine, by which he will be bound; but the seller, in such cases, is bound to see that the articles furnished by him are really necessities to the particular infant, and that the latter is not already sufficiently provided with them by his parents or friends; for, if the infant reside at the time with his parent, guardian, or other proper person in whose charge he has been placed, and is provided with necessities suitable to his position, he cannot bind himself to a third person, even for such necessities.

What are to be considered necessities, in any individual case, will depend upon the infant's rank and condition in life. Goods furnished to an infant trader are not such, even though he may gain his support and living by trade.

Infancy is no defense, where misrepresentation or fraud exists. Thus, if goods are sold to an infant, upon the strength of his false assertion that he is of age, the vendor may either retake such goods, or maintain suit against the infant for damages.

A person is liable for money borrowed by him, or goods purchased, during his infancy, if, after attaining his majority, he expressly promise to pay for the same; provided such promise be made by him voluntarily, and with a full knowledge that he is at the time legally discharged from all obligation to pay.

If, after attaining his majority, he ratify the contract, promising to pay the indebtedness as soon as he is able, it is incumbent upon the creditor, in order to recover, to establish the fact of his ability to pay.

DEED OF CONFIRMATION.—Where an infant, by his guardian, is made a party to a conveyance of real estate, he may confirm the same by a deed in due form, (called a Deed of Confirmation,) upon attaining his majority. Such an instrument should be endorsed upon the original instrument thus:—

MEMORANDUM: That the within-named Rufus Stacy was not of age at the time of executing the within-written indenture, but hath now attained his full age of twenty-one years; and did, on this seventh day of December, in the year one thousand eight hundred and —, seal and deliver this present indenture in the presence of

FRANKLIN SOMERBY,
GUSTAVUS WHITE.

Deed.

THIS INDENTURE, made this seventh day of December, in the year of our Lord one thousand eight hundred and —, between Rufus Stacy, of Wilmington, County of Newcastle, and State of Delaware, son of Baldwin Stacy, deceased, of the one part, and Carlos Langdon, of the same place, of the other part: Whereas, by a certain deed of bargain and sale, bearing date the fourteenth day of July, in the year one thousand eight hundred and —, and made between Beriah Hopper and the said Rufus Stacy, of the one part, and the said Carlos Langdon, of the other part, for the consideration of five hundred dollars, the premises therein mentioned and hereinafter intended to be released and confirmed, are thereby granted and conveyed, or intended so to be, unto and to the use of the said Carlos Langdon, his heirs and assigns forever, as in and by the said indenture of bargain and sale, reference thereunto being had, will more fully appear; And, whereas the said Rufus Stacy, at the time of the date and execution of the said in part recited indenture of bargain and sale, was not of the age of twenty-one years, but hath

since attained to such his age of twenty-one years, and hath this day, and before the execution of these presents, duly sealed and delivered the said in part recited indenture of bargain and sale, in the presence of Franklin Somerby and Gustavus White: Now, this indenture witnesseth:—

That, as well in performance of a covenant for further assurance, in the said indenture of bargain and sale contained, as also for and in consideration of the sum of two hundred dollars, to him, the said Rufus Stacy, in hand paid by the said Carlos Langdon, at and before the ensembling, and delivery hereof, the receipt whereof is hereby acknowledged, the said sum being the full share and part of the said Rufus Stacy, of and in the before-mentioned sum of five hundred dollars, agreed to be paid for the purchase of the said premises, he, the said Rufus Stacy, hath remised, released, aliened, and quit-claimed, and by these presents doth absolutely remise, release, alien, and for ever quit-claim and confirm unto the said Carlos Langdon, in his actual possession now being, by virtue of the before-mentioned indenture of bargain and sale, and to his heirs and assigns, all that messuage, tract, or parcel of land, situate and being in Wilmington aforesaid, and bounded and described as follows, viz.: [*describing the premises*]: To have and to hold unto, and to the use of, the said Carlos Langdon, his heirs and assigns, forever. And the said Rufus Stacy, for himself and his heirs, the said premises in the quiet and peaceable possession of the said Carlos Langdon, his heirs and assigns, against him the said Rufus Stacy, and his heirs, and against all and every person whomsoever, lawfully claiming or to claim the same, shall and will warrant, and by these presents forever defend.

In witness whereof, the said Rufus Stacy, party hereto of the first part, hath hereunto set his hand and seal, the day and year first above written.

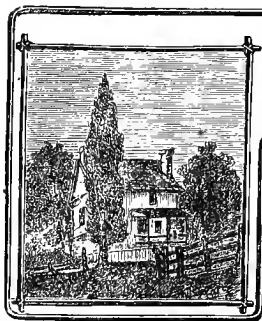
RUFUS STACY, [SEAL.]

Signed, sealed and delivered }
in presence of

FRANKLIN SOMERBY,

GUSTAVUS WHITE.

[*The above is to be acknowledged and recorded as other deeds.*]



CHAD'S HOUSE CHESTER CO., PA.,
A RELIC OF THE REVOLUTION.

MORTGAGES

A **MORTGAGE** is the conveyance of an estate, as a pledge for the security of a debt, upon payment of which it becomes void. The person making it, is termed the mortgagor ; he, to whom it is made, the mortgagee.

All kinds of property, real and personal, which may be absolutely sold, may be the subject of a mortgage, unless prohibited by specific legislation ; a mere possibility of expectancy, however, as that of an heir, cannot be mortgaged.

Mortgages are, therefore, of several kinds. Considered with reference to the nature of the property affected by them, they may be either real mortgages, as of lands, tenements and hereditaments, or personal, or chattel mortgages, as of goods, chattels, and personal property ; with reference to the title of the thing mortgaged, they may be either legal or equitable.

A legal mortgage of lands, is a conveyance of lands by a debtor to his creditor, as a pledge and security for the repayment of money borrowed, or the performance of a covenant, with a provision that such conveyance shall be void upon payment of the money and interest on a certain day, or the performance of such covenant by the time appointed, by which the conveyance becomes absolute in law ; leaving the mortgagor still a right to redeem the same land within a specified time, (regulated by statute in most of the States,)

by payment of the original sum, with interest and all intervening charges and expenses ; which right is called the mortgagor's equity of redemption.

In some of the States, as in Pennsylvania, for example, the interest of the mortgagee in the land mortgaged, ceases at the time of the discharge of the debt ; the mortgagor being deemed the real owner of the land, as the debt is the principal thing, and the land merely accessory. A mortgage is, therefore, treated as personal estate.

Such a mortgage must be in writing ; either in one single deed, containing the whole contract, or in two separate instruments ; the one, containing an absolute conveyance, and the other a statement of the conditions upon the performance of which such absolute conveyance is to be defeated : which latter deed is, in law, called a defeasance.

An equitable mortgage of land is one, where the mortgagor does not regularly and formally convey the land, but performs some act by which he manifests a determination to bind the same for the security of a debt owing by him. Thus, a deposit of title-deeds, with a verbal agreement, creates an equitable mortgage in those States which recognize its validity.

The Statutes of the different States regulate the time within which mortgages are to be recorded, in order to affect innocent purchasers with knowledge of such incumbrances ; although, in all the States, an unrecorded mortgage is good as against the mortgagor, or any purchaser knowing of the existence of such mortgage at the time of his purchase.

Where a mortgage is payable by instalments, each payment made thereon should be receipted upon the record of the mortgage in the proper office as it is made.

When a mortgage is paid, care should be taken that satisfaction is entered upon the proper record.

CHATTEL MORTGAGES.—In those States which recognize the validity of chattel mortgages (or mortgages of personal property), a recording of the same within a specified time is required, to render them valid as against third parties.

As a general thing, such mortgages are not good against creditors of a mortgagor, unless the property mortgaged is actually delivered to, and in the possession of the mortgagee; or, unless the mortgage is regularly acknowledged and recorded. The safest course, therefore, is to have them recorded at the time of execution. In Indiana, however, ten days are allowed for that purpose; in Maryland, twenty days; in Georgia, three months; and in North Carolina, six months.

Whenever, upon default being made in the observance of the conditions of such mortgage by the mortgagor, the mortgagee intends to foreclose or deprive the mortgagor of his right of redeeming the property therein embraced, a written notice to that effect must be given by the mortgagee to the mortgagor. The length of this notice varies in the different States; it being generally fourteen days, though in Massachusetts it is sixty days.

Any such mortgage will be declared null and void, if proven to have been executed in order to defraud creditors.

The mortgagor's interest in any such mortgage, may be levied upon by his creditors, at any time prior to the mortgagor's default in complying with the conditions expressed therein; nor can a mortgagor sell or pledge personal property already mortgaged by him, without the written consent of the mortgagee; a violation of this requirement subjecting him in several States to indictment and punishment as for a criminal offense.

The difference between a mortgage of this kind and a pawn or pledge, consists in this; by a mortgage, the whole legal title of the goods passes to the mortgagee conditionally, and if they are not redeemed at the stipulated time, the title becomes absolute in law, subject only to the mortgagor's equity of redemption; but by a pawn

or pledge, a special property, for the specific purposes of the contract, only passes to the pledgee, or holder, the personal ownership or property remaining still in the pledgor.

Mortgages may be made to secure the payment of future advances, as well as of what has already been advanced, in the absence of any legislation to the contrary.

Mortgage for Securing Payment of Money due on a Bond.

THIS INDENTURE, made the first day of September, in the year of our Lord one thousand eight hundred and —, between Elkanah Howard, of Fayetteville, County of Fayette, and State of Georgia, merchant, of the first part, and Calvin Chapin, of Fayetteville aforesaid, yeoman, of the second part; whereas the said party of the first part, by his bond or obligation, of the date herewith, (or, *as the case may be,*) stands bound unto the said party of the second part, in the sum of four thousand dollars, conditioned for the payment of two thousand dollars, as follows, to wit: [*specifying the amount and times of payment as agreed upon,*] as by the said bond and condition may more fully appear: Now this indenture witnesseth, that the said party of the first part, in consideration of the said debt or sum of two thousand dollars, owing to the said party of the second part, as aforesaid, and for the better security of the payment thereof, with interest thereon, according to the condition of the said bond, hath granted, bargained and sold, and by these presents doth grant, bargain and sell, unto the said party of the second part, his heirs and assigns, all that certain piece of land, situate in, etc., [*describing the premises*], together with all and singular the appurtenances. To have and to hold the said tract of land, with the appurtenances, unto the said party of the second part, his heirs and assigns, forever. Provided always, nevertheless, and this conveyance is made upon the express condition, that if the said party of the first part, his heirs, executors, administrators, or assigns, shall pay unto the said party of the second part, his heirs, executors, administrators, or assigns, the said sum of two thousand dollars, and interest thereon, according to the condition of the above in part recited bond or obligation, then and from thenceforth these presents, and every matter and thing therein contained, shall cease, and be utterly null and void.

In witness whereof, the said party of the first part hath hereunto set his hand and seal, the day and year above-written.

Signed, sealed and delivered }	ELKANAH HOWARD, [SEAL.]
in presence of }	
WILHELM FAUST,	
NOEL NORCROSS.	

[If mortgages are intended to be recorded, they are to be acknowledged as in cases of deeds.]

Mortgage of Lands by Husband and Wife, with Power of Sale.

THIS INDENTURE, made the twenty-third day of March, in the year of our Lord one thousand eight hundred and —, between Langdon Whitney, of Belvidere, County of Boone, and State of Illinois, and Susannah Whitney, his wife, of the first part, and Lawrence Stone, of Belvidere, aforesaid, of the second part, witnesseth : That the said parties of the first part, for and in consideration of the sum of three thousand dollars, lawful money of the United States, to them in hand paid by the said party of the second part, the receipt whereof they do hereby acknowledge, have granted, bargained, sold, aliened, released, conveyed, and confirmed, and by these presents do grant, bargain, sell, alien, release, convey and confirm, unto the said party of the second part, his heirs and assigns forever, all that certain pareel of land situate, etc., (*describing the premises*) : together with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof ; and also all the estate, right, title, interest, dower, possession, claim, and demand whatsoever of the said parties of the first part, of, in, and to the same, and every part thereof, with the appurtenances. To have and to hold the said hereby granted premises, with the appurtenances, unto the said party of the second part, his heirs and assigns, to his and their only proper use, benefit and behoof forever. Provided always nevertheless, and this conveyance is made upon the express condition, that if the said parties of the first part, their heirs, executors, administrators, or assigns, shall pay unto the said party of the second part, his executors, administrators, or assigns, the sum of three thousand dollars, on or before the twenty-third day of March, in the year one thousand eight hundred and —, with interest, according

to the condition of a bond of the said Langdon Whitney, to the said Lawrence Stone, bearing even date herewith, [*or, as by his certain promissory note of even date herewith, the said Langdon Whitney hath well and truly promised and agreed, him, the said Lawrence Stone, to pay within three years from the date thereof, with interest ;*] then these presents shall become void, and the estate hereby granted shall cease and utterly determine. But, if default shall be made in the payment of the said sum of money, or of the interest due thereon, or of any part thereof, at the time hereinbefore specified for the payment thereof, the said parties of the first part, in such case do hereby authorize and fully empower the said party of the second part, his executors, administrators and assigns, to sell the said hereby granted premises at public auction, and convey the same to the purchaser in fee simple, [*agreeably to the act in such case made and provided,*] and out of the moneys arising from such sale, to retain principal and interest, which shall then be due upon and by virtue of the said bond, [*or, note, as the case is,*] together with all costs and charges, and the surplus, if any, to pay to the said Langdon Whitney, party of the first part, his executors, administrators or assigns.

Signed, sealed, etc.

In witness whereof, etc.

RAPHAEL HOUP,
 ERNEST SAMPSON.

LANGDON WHITNEY, [SEAL.]
 SUSANNAH WHITNEY, [SEAL.]

Mortgage to secure Endorser of a Promissory Note.

THIS INDENTURE, made the second day of October, in the year of our Lord one thousand eight hundred and —, between Bernard Camp, of Fort Wayne, County of Allen, and State of Indiana, of the one part, and Emory Gaston and David Hill, of the same place, of the other part, witnesseth: That, whereas the said Emory Gaston and David Hill have endorsed for the said Bernard Camp a certain promissory note for the sum of ten thousand dollars, dated the first day of September last past, and payable in six months after date, which said note has been discounted by the State Bank of Indiana, [*add if desired, "and which said note it is contemplated to renew from time to time ;"*] and the said Bernard Camp is desirous of securing the said Emory Gaston and David Hill against all responsibility as endorsers of the note aforesaid :

Now, therefore, the said Bernard Camp, for the purpose of secur-

ing the said endorsers from the payment of the note aforesaid, as well as in consideration of the sum of one dollar to him in hand paid by the said Emory Gaston and David Hill, at and before the ensealing and delivery hereof, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, released, and confirmed, and by these presents doth grant, bargain, sell, release, and confirm unto the said Emory Gaston and David Hill, their heirs and assigns, all that certain tract or parcel of land situate, etc., [*describing the premises,*] together with all and singular the appurtenances thereunto belonging, or in any wise pertaining: To have and to hold the said lot of land, hereditaments, and premises hereby granted, or mentioned, or intended so to be, with the appurtenances, unto the said Emory Gaston and David Hill, their heirs and assigns, to the only proper use and behoof of the said Emory Gaston and David Hill, their heirs and assigns, forever. Provided always, nevertheless, and this conveyance is made upon the express condition, that if the said Bernard Camp, his heirs, executors, administrators or assigns, shall and do, well and truly pay or cause to be paid, unto the said Camp, the aforesaid promissory note for ten thousand dollars, on the day and at the time hereinbefore mentioned and appointed for the payment thereof, or by other lawful means, save and keep harmless and indemnified the said Emory Gaston and David Hill, their heirs, executors, administrators and assigns, from the payment of the said note, [as well as all notes given and endorsed for the renewal of the same, or any part thereof,] and all costs, damages, or charges as sureties aforesaid, then and from thenceforth both this indenture and the estate herein mentioned and hereby granted, shall cease and determine, and become absolutely null and void, any thing herein contained to the contrary notwithstanding.

Signed, sealed, etc.

In witness whereof, etc.

WILLIAM ROSE.

BERNARD CAMP, [SEAL.]

JAMES T. HUNT.

Mortgage of Indemnity to Sureties.

THIS INDENTURE, made the third day of November, in the year one thousand, eight hundred and —, between Eustace Flint, of Iowa City, County of Johnson, and State of Iowa, of the one part, and Caleb Holmes and Francis Bates, of the other part, witness-

eth: That whereas the said Caleb Holmes and Francis Bates have this day become sureties in a certain bond, by the said party of the first part as principal excuted, which said bond is in and for the penal sum of three thousand dollars, conditioned for the delivery unto Walton Stimpson, Sheriff of said County of Johnson, of certain articles of personal property therein named and described, by the said Eustace Flint this day replevied from the possession of the said sheriff, within three days after the rendering of any judgment to that effect by the District Court of the Fourth District in said Iowa, as by reference unto the said bond will more fully and at large appear.

Now, therefore, the said Eustace Flint, for and in consideration of the sum of one dollar, to him in hand paid by the said Caleb Holmes and Francis Bates, and for the purpose of securing and indemnifying the said Caleb Holmes and Francis Bates, the heirs, executors, and administrators of each of them, for or on account of the suretyship aforesaid, hath granted, bargained, sold, released, and confirmed, and by these presents doth grant, bargain, sell, release, and confirm, unto the said Caleb Holmes and Francis Bates, and their heirs and assigns, all that certain messuage, tract, or parcel of land situate, etc. [*describing the premises,*] together with all and singular the appurtenances. To have and to hold the said lot of land, with the appurtenances, unto the said Caleb Holmes and Francis Bates, their heirs and assigns forever. Provided always, nevertheless, and this conveyance is made upon the express condition, that, if the said Eustace Flint, his heirs, executors, administrators, or any of them, shall and will well and truly comply with the conditions of the said in part recited bond, by delivering up unto the said Sheriff the property as aforesaid, within the time mentioned, or by other lawful means shall and will save and keep harmless and indemnified the said Caleb Holmes and Francis Bates, their heirs, executors and administrators, from the payment of the said bond, and all costs, damages, and charges for or by reason of their suretyship as aforesaid, then, and from thenceforth, the estate herein and hereby granted, shall cease and determine, and this indenture become absolutely null and void, any thing herein contained to the contrary notwithstanding.

Signed, sealed, etc.

In witness whereof, etc.

EDWIN CHASE,
PELEG SIMPSON.

EUSTACE FLINT, [SEAL.]

**Endorsement Extending a Mortgage to Secure Money by a
Second Bond.**

WHEREAS the within-named Calvin Chapin, hath advanced and lent unto the within-named Elkanah Howard, the further sum of one thousand dollars, the receipt whereof the said Elkanah Howard doth hereby acknowledge, and therefore the said Elkanah Howard hath entered into one bond or written obligation, under his hand and seal, of even date herewith, to the said Calvin Chapin, in the penal sum of two thousand dollars, lawful money of the United States, with a condition therein contained for making the same void, upon payment unto the said Calvin Chapin, his executors, administrators, or assigns, of the sum of one thousand dollars, of like lawful money, with interest for the same at the rate of ten per cent., per annum, on the first day of October, in the year one thousand eight hundred and — as in and by the said within bond or obligation, and the conditions thereof, reference thereunto being had, will more fully appear : Now know ye, that for the better security and more sure payment unto the said Calvin Chapin, his executors, administrators, and assigns, of the said further sum of one thousand dollars, and interest on the said first day of October, in the year one thousand eight hundred and —, according to the true intent and meaning of the said recited bond or obligation, he, the said Elkanah Howard, for himself, his heirs, executors, administrators, and assigns, doth hereby covenant, promise, and agree to and with said Calvin Chapin, his executors, administrators, and assigns, that the message, etc., [*referring also to the record of the mortgage,*] and all and singular other the premises, with the appurtenances, by the within-written indenture of mortgage mentioned to be granted, bargained, sold, and demised, and every part and parcel thereof, shall stand chargeable, remain, continue, and be a security unto him, the said Calvin Chapin, his executors, administrators, and assigns, as well for the payment of the sum of two thousand dollars within mentioned, and the interest thereon, as also for the payment of the said further sum of one thousand dollars, now lent and advanced as aforesaid, and the interest thereon; and that the said premises or any part thereof, shall not be redeemed or redeemable, either in law or equity, until not only the said sum of two thousand dollars before lent, and the interest thereon, but also the said sum of one thousand dollars now lent, and the interest thereon, shall be paid and satisfied unto the said Calvin Chapin,

his executors, administrators, or assigns, according to the true intent and meaning of these presents. In witness whereof, etc.,

Signed, sealed, etc.,

ELKANAH HOWARD, [SEAL.]

HAMMATT BOYDEN,

EDWIN HARTRANFT.

The following covenants, or either of them, may be added to either of the foregoing, if desired :

For Insurance.

AND it is also agreed by and between the parties to these presents, that the said party of the first part, shall and will keep, or cause to be kept, the buildings erected and to be erected upon the lands above conveyed, insured against loss or damage by fire, and that he shall and will assign the policy, and certificate thereof, to the said party of the second part, his executors, administrators, or assigns; and, in default thereof, it shall be lawful for the said party of the second part, his executors, administrators, and assigns, to effect such insurance, and the premium or premiums paid for the same, shall be a lien upon the said mortgaged premises, added to the amount of the said bond or obligation, (or, *as the case is,*) and secured by these presents.

[When property, covered by a policy of insurance, is mortgaged, the mortgagee, in order to receive the benefits of such policy, in case of a loss, must have the policy assigned to himself, with the approval of the Company. Recent decisions in New York and Pennsylvania, having established the doctrine, that any transfer of the policy by the owner of the property, whether for collateral security or for other purposes, vitiates the policy as against the mortgagee, some insurance companies have formally agreed that no act of the owner shall, in similar cases, vitiate the policy. Mortgagees should be on their guard upon this point.]

To Pay Taxes and Assessments.

AND it is also agreed, that the said party of the first part, his heirs, executors, or administrators, shall and will, from time to time, and at all times hereafter, until the above-named sum of — dollars shall be fully paid and satisfied unto the said party of the second

part, as aforesaid, pay and discharge all, and all manner of taxes, rates, and assessments, which shall be laid, taxed, rated, or assessed upon the premises aforesaid, or any part thereof, or upon the said party of the second part, his executors, administrators, or assigns, for or in respect thereof, or any part thereof, and shall also save harmless and keep indemnified the said party of the second part, his executors, administrators, or assigns, of and from all actions, suits, penalties, forfeitures, costs, charges, and damages, which shall or may be brought, commenced, incurred, or forfeited, or which shall or may arise or happen, for, or by reason of, the non-payment of such taxes, rates, or assessments, in any wise howsoever.

Release upon a Real Mortgage.

WHEREAS, Elkanah Howard, by indenture of mortgage, dated the first day of September, in the year of our Lord one thousand eight hundred and —, recorded in the office of [*naming the proper office and place of recording,*] did grant in mortgage to me, Calvin Chapin, of Fayetteville, County of Fayette, and State of Georgia, to secure the payment of the sum of two thousand dollars, with interest thereon, a certain messuage, tenement, tract, or parcel of land situate and being in said Fayetteville, and bounded and described as follows, viz.: [*inserting a description of the premises as in the mortgage*]: And, whereas the said Elkanah Howard is desirous of having his said messuage and lot relieved from the operation of said mortgage:

Now, therefore, I, the said Calvin Chapin, in consideration of the premises, and of the sum of one dollar, to me in hand paid by the said Elkanah Howard, together with sundry and divers other good and valuable considerations, the receipt of which at and before the ensealing and delivery of these presents, I do hereby acknowledge, have covenanted, promised and agreed, and do hereby, for myself, my executors, administrators, and assigns, covenant, promise, and agree, with the said Elkanah Howard, his heirs and assigns, that no execution, or other final process, or proceeding in law, shall be sued out, levied, taken, or executed, by me, or by my heirs, executors, administrators, or assigns, by virtue of the mortgage aforesaid, on, for, or against the messuage, or lot conveyed by the said Elkanah Howard to me, the said Calvin Chapin, as above recited; and, by these presents, I do hereby remise, release, and forever quit claim

unto the said Elkanah Howard, his heirs, executors, administrators, and assigns, the aforesaid described premises.

In witness whereof, etc.

CALVIN CHAPIN, [SEAL.]

Signed, sealed, etc.,

ROBERT JOHNS,

JOSIAH ABBOTT.

Satisfaction by Mortgagee.

I, CALVIN CHAPIN, of Fayetteville, County of Fayette, and State of Georgia, do hereby certify, that a certain deed of mortgage, dated the first day of September, A. D. 18—, executed by Elkanah Howard, of Fayetteville aforesaid, to secure the payment of two thousand dollars, with interest, to me, and recorded in Mortgage Book D, page 384, in the Recorder's Office, [or, *other proper office*,] in said County of Fayette, is fully paid and satisfied; and I do hereby consent that the same be discharged of record.

Witness my hand and seal this ninth day of November, A. D. 18—.

CALVIN CHAPIN, [SEAL.]

HARRY HARRISON, }
FREDERICK FRANTZ, } *Witnesses.*

Another Form.

I, LAWRENCE STONE, of Belvidere, County of Boone, and State of Illinois, do hereby certify, that a certain mortgage, bearing date the twenty-third day of March, A. D. 18—, made and executed by Langdon Whitney, of the same place, and Susannah, his wife, to secure the payment of his bond for three thousand dollars, with interest, bearing even date with said mortgage, and recorded, etc., [*as the case is*,] is fully paid and satisfied.

Dated the fifteenth day of June, A. D. 18—

In presence of

LAWRENCE STONE, [SEAL.]

ERNEST RINKER,

THOMAS BLAIR.

[*The above should be acknowledged before the proper officer.*]

Short Form of Chattel Mortgage.

KNOW ALL MEN BY THESE PRESENTS, that I, Alfred Emory, of Murray, County of Calloway, and State of Kentucky, in considera-

tion of the sum of two hundred dollars, to me paid by Benjamin Daniels, of the same place, the receipt and payment whereof is hereby acknowledged, have granted, bargained, and sold, and by these presents do grant, bargain, and sell, unto the said Benjamin Daniels, all the goods and chattels, wares, effects, and merchandise, mentioned and specified in the schedule hereunder written, (*or*, "hereunto appended"). To have and to hold all and singular the said goods and chattels, wares, effects, and merchandise, unto the said Benjamin Daniels, his executors administrators, and assigns, forever, [*add a covenant of warranty, as in deeds, if desired*]. Provided, nevertheless, that if I, the said Alfred Emory, my executors, administrators, or assigns, or any of them, shall and do well and truly pay, or cause to be paid, unto the said Benjamin Daniels, his executors, administrators, or assigns, on or before the sixth day of July, A. D. 18—, the sum of two hundred dollars, [as by his promissory note, of even date herewith, the said Alfred Emory, doth promise to pay unto the said Benjamin Daniels, for value received, or, *as the case is,*] then these presents, and every clause, article or thing herein contained, shall cease and be null and void; otherwise to be and remain in full force and virtue.

In witness whereof, etc.,
Signed, sealed, etc.,

ALFRED EMORY, [SEAL.]

EDWIN HORTON,
FOSTER DANE.

Mortgage of Household Furniture.

KNOW ALL MEN BY THESE PRESENTS, that I, Adolphus Barton, of Augusta, County of Kennebec, and State of Maine, for and in consideration of the sum of five hundred dollars, to me in hand paid by Jarvis Deering, of Augusta aforesaid, the receipt whereof is hereby acknowledged, have bargained and sold, and by these presents do bargain and sell, unto the said Jarvis Deering, all and singular the goods, furniture, and household stuff particularly mentioned and contained in the schedule hereunto annexed, marked "A," and now in my possession at the house by me occupied in Augusta aforesaid, situate and being upon Main street, in said Augusta, and known as number fifty-six upon said street: To have and to hold all and singular the said goods, furniture, and household stuff, unto the said Jarvis Deering, his executors, administrators and assigns, forever:

Provided always, nevertheless, and these presents are upon this express condition, that, if the said Adolphus Bates shall well and truly pay, or cause to be paid, unto the said Jarvis Deering, his executors, administrators, and assigns, a certain promissory note, (or, *as the case may be,*) of even date herewith, for the sum of four hundred and sixty dollars, with interest, payable to the said Jarvis Deering, or his order, in one year from the date hereof, then this conveyance shall be void, otherwise to be and remain in full force and virtue; and provided, also, that until default is made by the said Adolphus Bates in the performance of the aforesaid conditions, it shall and may be lawful for him, the said Adolphus Bates, to keep and retain possession of the said hereby granted property, and truly to use and enjoy the same; but, if the same, or any part thereof, shall be attached, at any time before payment of the aforesaid promissory note, by any other creditor or creditors of the said Adolphus Bates than the said Jarvis Deering, then it shall be lawful for him, the said Jarvis Deering, his heirs, executors, administrators, or assigns, to take immediate possession of the whole of the property hereby granted to his and their sole use and disposal.

In testimony whereof, etc.

ADOLPHUS BATES, [SEAL.]

In presence of

HAROLD CHILD,

JOHN G. LOCKE.

[*Append the schedule and acknowledgment in each of the foregoing chattel mortgages.*]

Notice of Sale upon Chattel Mortgage.

By virtue of a chattel mortgage executed by Adolphus Bates, of Augusta, County of Kennebec, and State of Maine, to Jarvis Deering, dated the first day of May, A. D. 18—, and filed in the office of (*naming the proper office*), on the third day of April aforesaid, and upon which default has been made, I shall sell the property therein mentioned and described, to wit [*specifying the articles as in the schedule*]: at public auction, at the house of the aforesaid Adolphus Bates, in the city of Augusta aforesaid, on the seventeenth day of October next, at ten o'clock in the forenoon. Dated at Augusta aforesaid, the first day of July, A. D. 18—. JARVIS DEERING,

Mortgagee,

[*or Henry Dallas, Assignee.*]

NATURALIZATION.



A FRENCH CANADIAN FARM-HOUSE,
CANADA EAST.

NATURALIZATION is the act by which an alien, or foreigner, becomes invested with the rights and privileges of a native-born subject or citizen. In the United States, a person duly naturalized is entitled to all the privileges and immunities of a native-born citizen, except that he must have been a resident of the United States

for seven years, to enable him to occupy a seat in Congress, and that he is not eligible to the office of President or Vice-President, or, under the Constitution of some of the States, to that of Governor.

Congress having the power, under the Constitution of the United States, to establish a uniform rule of naturalization, has provided by various enactments, as follows, viz.: Any alien, having arrived in the United States after the age of eighteen years may, be admitted to the rights of citizenship, after a declaration, upon his part, or oath or affirmation, before the Supreme, Superior, District, or Circuit Court of, or any court of record having common law jurisdiction in, any of the United States, or of the territories thereto belonging, or before a Circuit or District Court of the United States, or the Clerk or Prothonotary of any of the aforesaid courts, two years at least before his admission, that it is his *bona fide* intention to become a citizen of the United States, and to renounce

forever all allegiance and fidelity to any foreign prince, potentate, state, or sovereignty whatever, and particularly, by name, the prince, potentate, state, or sovereignty, whereof such alien may at any time have been a citizen or subject; if such alien has borne any hereditary title, or been of any of the orders of nobility in the kingdom or state from which he came, he must, moreover, expressly renounce his title or order of nobility, in the court in which his application is made, which renunciation is to be recorded in such county; and the court admitting such alien must also be satisfied that he has continuously resided in the United States for five years, at least, immediately preceding his naturalization, and also within the State or Territory wherein such court is at the time held, at least one year immediately previous to such naturalization; and that, during such five years, he has been of good moral character, attached to the principles of the Constitution of the United States, and well disposed to the good order and happiness of the same; the oath of at least two citizens of the United States is requisite to prove the fact of such residence; and, at the time of his application to be admitted to citizenship, he must make, upon oath or affirmation, the same declaration of renunciation and abjuration of allegiance to any foreign power, and also, make oath or affirmation to support the Constitution of the United States; all of which proceedings are to be recorded by the Clerk or Prothonotary of the proper court.

If any alien, having legally filed his declaration of intention to become a citizen and taken the necessary oath or affirmation, die before he is actually naturalized, his widow and children are entitled to all the rights and privileges of citizens, upon taking the required oaths or affirmations.

Any alien, arriving in the United States under the age of eighteen years, and continuously residing therein until the time of his application for citizenship, may, after reaching the age of twenty-one years, and having been a resident within the United States for five

years, including the three years of his minority, he admitted a citizen, without making the formal declaration of intention required in other cases; but, at the time of his admission, he must make such declaration, and further satisfy the court, upon oath or affirmation, that, for the three years immediately preceding, it had been his *bona fide* intention to become such citizen, and in all other respects must comply with the naturalization laws of the United States.

Severe penalties for counterfeiting any evidence of citizenship, or disposing of a certificate of naturalization to any person other than the one for whom it was issued, are imposed by act of Congress.

It is to be observed, in this connection, that as the various States have the right, under the Constitution of the United States, of defining and fixing the qualifications of their respective citizens, persons who are aliens and not citizens of the United States, may yet be citizens of a particular State, under its enactments, entitled to right of suffrage and other privileges and immunities enjoyed by, and belonging to, the citizens of such particular State.

Some of the States have also interfered, by legislative enactment, to require a naturalized citizen to reside in such State a certain length of time after his naturalization, before he can enjoy the right of suffrage therein.

It has been held, that, if a subject of a foreign power, at the time of leaving the dominion of such power, actually owed military duty or service to such power, by formal enactment or conscription, he is not protected, in the event of his return within the dominion of such power, by his certificate of naturalization within the United States, from the discharge of such duty or service, but is bound to render the same, upon demand therefor made after such return.

It is but just, however, to add, that this opinion is strongly combated, and can by no means, at present at least, be considered as embodying the settled opinion of the proper authorities, or of the people of the United States.

Declaration of Intention by an Alien.

EMANUEL HERTZ, being duly sworn (or *affirmed*,) according to law, declares and says, that he is a native of France, etc., subject [or *citizen*, as the case is,] of the Emperor of France; that he is now residing in the City and County of Baltimore, in the State of Maryland; that he is twenty-eight years of age, or thereabout, and that it is his *bona fide* intention to become a citizen of the United States, and to renounce forever all allegiance and fidelity to any foreign prince, potentate, state or sovereignty whatever, and particularly to the Emperor of France, (or, *as the case is*,) of whom (or *which*,) he is now a subject (or *citizen*).

EMANUEL HERTZ.

Sworn (or *affirmed*) and subscribed before me, this nineteenth day of July, A. D. 18—.

HERBERT E. WILSON, *Clerk*.

Certificate of such Declaration.

UNITED STATES OF AMERICA, }
STATE OF MARYLAND, COUNTY OF BALTIMORE, ss: }

Be it remembered, that on this nineteenth day of July, in the year of our Lord one thousand eight hundred and —, before me, the Clerk of the Court of Common Pleas (or *other proper court*,) for the County of Baltimore, personally appeared Emanuel Hertz, who being duly sworn (or *affirmed*) according to law, upon his solemn oath (or *affirmation*,) did declare, depose, and say, that he is a native of France, etc., subject (or *citizen*) of the Emperor of France; that he is now residing in the City of Baltimore, within said county; that he is twenty-eight years of age, or thereabouts; and that it is his *bona fide* intention to become a citizen of the United States, and to renounce forever all allegiance and fidelity to any foreign prince, potentate, or sovereignty whatever, and particularly to the Emperor of France, of whom (or *which*) he is now a subject (or *citizen*).

In witness whereof, I have hereunto set my hand and affixed the seal of the said County, this nineteenth day of [L. S.] July, in the year of our Lord one thousand eight hundred and —.

Petition for Naturalization for an Alien arriving after eighteen years of age.

To the Honorable the Judges of the Court of Common Pleas (or *other proper court*,) for the County of Baltimore :

The petition of Emanuel Hertz, a native of Paris, in France, respectfully sheweth ; That he declared on oath, (or *affirmation*,) before the Clerk of the Court of Common Pleas, (or *proper court*) for the said County of Baltimore, on the nineteenth day of July, A. D. 18—, that it was his *bona fide* intention to become a citizen of the United States, and to renounce forever all allegiance and fidelity to any foreign prince, potentate, state or sovereignty whatever, and particularly to the Emperor of France, of whom (or *which*) he was at that time a subject (or *citizen*) ; that your petitioner has resided within the United States upward of five years, and in the State of Maryland one year, both periods immediately preceding this his application to become a citizen of the United States ; and that he has never borne any hereditary title, or been of any of the orders of nobility in his own or any other country.

He therefore prays, that, on his making this proof, and taking the oath prescribed by law, he may be admitted a citizen of the United States of America. And he will ever pray, etc.

EMANUEL HERTZ.

Affidavit of a Citizen to accompany the above.

THOMAS F. BARTON, a citizen of the United States of America, being duly sworn (or *affirmed*,) according to law, saith that he knows, and is well acquainted with Emanuel Hertz, the petitioner ; and to his knowledge he has resided in the United States five years, and in the State of Maryland one year, both periods immediately preceding his application to be a citizen ; that during the said period of five years he has behaved as a person of good moral character, attached to the principles of the Constitution of the United States, and well disposed to the good order and happiness of the same.

THOMAS F. BARTON.

Sworn (or *affirmed*,) in open Court,

HERBERT E. WILSON, *Clerk*.

Affidavit of Alien to accompany above.

I, EMANUEL HERTZ, do swear (or *affirm*,) that the contents of my petition are true; that I will support the Constitution of the United States; and I now renounce and relinquish any title or order of nobility to which I am now or hereafter may be entitled; and I do absolutely and entirely renounce and abjure all allegiance and fidelity to any foreign prince, potentate, state or sovereignty whatever, and particularly to the Emperor of France, (or *as the case is*,) of whom I was before a subject (or *citizen*). EMANUEL HERTZ.

Sworn (or *affirmed*) in open Court, this first day of August, A. D. 18—. HERBERT E. WILSON, *Clerk*.

Certificate of Naturalization for an Alien arriving after the age of eighteen years.

UNITED STATES OF AMERICA, ss.

Be it remembered, that at the Court of Common Pleas for the County of Baltimore, held at the City of Baltimore, in the State of Maryland, on the first day of August, in the year of our Lord one thousand eight hundred and —, Emanuel Hertz, a native of Paris, in France, exhibited a petition, praying to be admitted to become a citizen of the United States; and it appearing to the said Court that he had declared on oath (or *affirmation*), before the Clerk of the said Court of Common Pleas (or, *as the case is*), on the nineteenth day of July, A. D. 18—, that it was his *bona fide* intention to become a citizen of the United States, and to renounce forever all allegiance and fidelity to any foreign prince, potentate, state or sovereignty whatever, and particularly to the Emperor of France, of whom (or *which*) he was at that time a subject (or *citizen*); and the said Emanuel Hertz having, on his solemn oath (or *affirmation*) declared, and also made proof thereof agreeably to law, to the satisfaction of the Court, that he had resided one year and upward within the State of Maryland, and within the United States of America upward of five years, both periods immediately preceding his application; and that during said period of five years, he had behaved as a person of good moral character, attached to the principles of the Constitution of the United States, and well disposed toward the good order and happiness of the same; and having declared, on his solemn oath (or *affirmation*,) before the

said Court, that he would support the Constitution of the United States, and that he did absolutely and entirely renounce and abjure all allegiance and fidelity to every foreign prince, potentate, state and sovereignty whatsoever, and particularly to the Emperor of France, of whom he was before a subject (or *citizen*); and having in all respects complied with the laws in regard to naturalization; thereupon the Court admitted the said Emanuel Hertz to become a citizen of the United States, and ordered all the proceedings afore-said to be recorded by the Clerk of the said Court; which was done accordingly.

In witness whereof, I, Herbert E. Wilson, Clerk of the Court of Common Pleas, have hereunto affixed the seal of the said Court, at the said City of Baltimore, this first day [L. S.] of August, in the year of our Lord one thousand eight hundred and —, and of the Sovereignty and Independence of the United States of America the —.

HERBERT E. WILSON, *Clerk*.

Petition for Naturalization for an Alien arriving under eighteen years of age.

To the Honorable William F. Giles, Judge of the District Court of the United States, in and for the District of Maryland, (or, as the case is) :

The petition of Victor Kraup, a native of Prussia, respectfully sheweth: That he declared on oath, (or *affirmation*) before the Clerk of the District Court of the United States, in and for the District of Maryland, on this day (or, as the case is,) that it was *bona fide* his intention to become a citizen of the United States, and to renounce forever all allegiance and fidelity to any foreign prince, potentate, state and sovereignty whatever, particularly to the King of Prussia; that, at the time of his arrival, he was under eighteen years of age; that he has continued to reside in the United States since that period; that for three years previous to his arrival at full age, it was, and still is, *bona fide* his intention to become a citizen of the United States, and to renounce forever all allegiance and fidelity to any foreign prince, potentate, state or sovereignty whatever, particularly to the King of Prussia, of whom he was at the time a subject; that your petitioner has resided in

the United States upward of five years, and in the State of Maryland one year, both periods immediately preceding this his application to become a citizen of the United States; and that he has never borne any hereditary title, or been of any of the orders of nobility in his own or any other country.

He therefore prays that, on his making the proof and taking the oath prescribed by law, he may be admitted a citizen of the United States of America. And he will ever pray, etc.

VICTOR KRAUP.

[*To be accompanied by affidavit of a citizen and of the petitioner, as in case of petitioner arriving after eighteen years of age.*]

Certificate of Naturalization in above case.

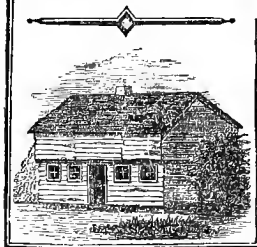
BE it remembered, that, at a District Court of the United States, holden at Baltimore, in and for the District of Maryland, on, etc., [*proceeding as in the certificate for one arriving after eighteen years of age, as far as through the phrase, "made proof thereof, agreeably to law;" thence as follows:*] that he had resided within the limits, and under the jurisdiction of the United States, three years next preceding his arrival at the age of twenty-one years, and continued to reside therein to the time of making his application: that including the three years of his minority, he had resided within the limits and under the jurisdiction of the United States five years and upward; and that during the three years next preceding, it had been *bona fide* his intention to become a citizen of the United States; and it appearing to the satisfaction of the Court, that during said period of five years, he had behaved, etc. [*as in the former certificate*].

In testimony whereof, I have hereunto subscribed my name, and affixed the seal of the said Court, at Baltimore, [L. S.] this first day of August, A. D. 18—, and in the — year of the Independence of the United States.

THOMAS SPICER,

Clerk District Court United States.

NOTES AND BILLS OF EXCHANGE.



HOUSE IN WHICH GEN. FRASER
(OF BUNGAYNE'S ARMY) DIED,
OCT. 8, 1777.

A PROMISSORY NOTE is a promise or engagement in writing, to pay a specified sum at a time therein limited, or on demand, or at sight, to a person therein named, or his order, or assigns, or to the bearer. The person making the note is called the drawer or maker; the person to whom it is payable, the payee; the person endorsing it, the endorser;

he to whom such endorser transfers his interest therein by such endorsement, the endorsee; and the person in whose possession it is at the time it is due and payable, the holder.

The essential requisites in law, to constitute a promissory note, are the following: it must be in writing; the promise to pay must be absolutely expressed; it must be for the payment of money, and money only; and the amount must be fixed and certain, and payable without condition or contingency at a fixed period of time, or upon some event which must certainly occur. If no time be fixed for its payment, it is payable upon demand; if payable to a fictitious person, it is payable to the bearer. When there is no date, the time is computed from the day when its existence is first established. If the sum in figures differs from that expressed in words, the latter controls.

In Pennsylvania and New Jersey, a note must purport to be

given "without defalcation or discount," to relieve the holder from any set-off which the maker may have against the original payee, even if the note were negotiated before it was due. In Missouri, the following words are required: "negotiable and payable without defalcation or interest."

A joint and several note ordinarily commences thus: "We jointly and severally promise:" or, "We, or either of us, promise." If two persons desire to become equally responsible, it should run thus: "We jointly promise;" or, "We jointly, but not severally, promise."

AN ACCOMMODATION NOTE is one upon which the maker receives no consideration, but which he makes for the purpose of lending the payee, or other party, his credit to enable him to raise money thereupon. Upon such a note the party, for whose accommodation it was made, cannot recover from the person thus lending him the use of his name; but, if it is endorsed for value by the former to a third person who knows the nature of such note, that third person may recover from the original maker, or party lending his name and credit.

In notes secured by a guaranty, instead of an endorsement, the words, "value received," or some others importing a consideration, must be used; and, if such guaranty is upon a separate piece of paper, it must describe the note with sufficient distinctness. Such guaranty, unless expressly made negotiable, is only valuable to the person first taking the note, and advancing money upon it.

If a person, at the time of taking any note, (except an accommodation note,) has notice that it is void in the hands of the payee upon any legal grounds, he places himself, by such taking, in precisely the same position as the payee. A note drawn by the maker, as a gift to a son, relative, or friend, lacks consideration, and no action can be maintained upon it. So, a note given by a person to

an officer of a benevolent society, for his initiation-fee as a member, or for payment of his quarterly dues, is not founded upon a sufficient consideration. The consideration requisite to validate the note must consist, either in some benefit to the party making it, or some forbearance, or responsibility, act, labor, or service on the part of the other.

A note is void when founded upon fraud ; or upon taking an undue advantage of the maker, as procuring the note from him when in a state of intoxication ; or, where the consideration is illegal, as for illicit cohabitation, or for contracts for the purchase of a public office, or in the nature of a wager. A material alteration in a note, as in the date, or amount, or time of payment, discharges all parties who have not consented to such alteration. A note given upon Sunday is also void.

A note drawn in favor of a certain person, or bearer, needs no endorsement, the possession of the same being sufficient evidence of title in the holder.

Notes bear interest only when it is so expressed therein ; a note payable on demand, or at sight, draws no interest until after demand or presentation of the same has been made.

The following classes of notes are negotiable, that is, may be transferred so as to convey title to the holder : when payable to a person, or order ; to a person, or bearer ; to a person, or his assigns ; or to the cashier of any incorporated company, or order, as such.

A general endorsement by the payee, or the party, is effected by such payee's writing his name upon the back of the note ; in which case, all the responsibilities attaching to an endorser, in the event of a refusal by the maker to pay the note after the proper steps, as detailed above, have been taken by the holder, rest upon him. A special endorsement is effected by directing, upon the back of the note, payment to be made to a particular person ; as, " Pay to William

Thomas, or order." If the endorser wishes to be free from all liability, he should accompany his endorsement with the words, "without recourse," if the endorsement be general ; if special, as follows : ' Pay to William Thomas, at his risk ;' or " without recourse upon me ;" or " without recourse."

The endorsement of a note passes no property, unless the endorser at the time has a legal property in the same. A payee, or endorser, who is an infant, may transfer to any subsequent holder the interest of all the parties to the note, except his own ; such endorsement not binding him personally. A note payable to a married woman, is properly transferable by the endorsement of her husband ; if payable to partners, any member of the firm may endorse the same, except where such firm has been dissolved during the life of the partners, in which case he cannot endorse without special authority from all the other members ; if payable to several persons, not partners, the endorsement must be joint, and of all of them ; if the payee or holder become bankrupt, his assignees may endorse a note payable to him ; if he die, his executors or administrators.

The endorser of a note is merely security that the maker shall pay the money due thereon ; if the holder is guilty of neglect, or receives part of the money from the maker, giving further time for the balance, the endorser is discharged from all responsibility, except the same be done with his express consent ; a release of antecedent endorsers, is also a discharge of all subsequent endorsers. A demand of payment upon the maker, or due diligence in endeavoring to make the same, is necessary in order to charge the endorser. The insolvency or death of the maker does not excuse neglect to make this demand ; if the maker be dead, the demand should be made on the executor or administrator ; or, if none has been appointed, at the dwelling-house of the deceased. If, however, the maker has absconded, or removed into another State after the date of the

note, and is not to be found when the note is due, no demand is necessary.

In the United States, where a note is payable at a definite period after date, or after sight, or (generally speaking) at sight, three days beyond the time expressed on the face of the note (called days of grace,) are allowed to the person who is to pay the same, within which to make such payment. Notes payable on demand are not entitled to days of grace. These days of grace must be computed according to the laws of the place where the note is payable; are to be reckoned exclusive of the day when the note would otherwise become due; and without deduction for Sundays or holidays; in which latter case, by special enactments in most of the States, notes are deemed to become due upon the secular day next preceding such days. Thus, a note, due upon the twenty-fifth day of December, is payable upon the twenty-fourth, as the day when due is Christmas-day; if the twenty-fourth chance to be Sunday, it is due upon the twenty-third.

In calculating the time when a note becomes due, the day of its date is excluded, and the word "month" is construed to mean a calendar month, and not a lunar month. Thus, a note given on the thirtieth day of January, payable in one month, is due on the twenty-eighth day of February, (or, in leap year, the twenty-ninth,) and the days of grace are calculated thereupon.

In order to charge an endorser, the note, if payable at a particular place, must be presented for payment at that place upon the very day when it became due; if no place of payment be named, it must be presented either to the maker personally, or at his place of business during the usual business hours, or at his dwelling-house, within reasonable hours; if payable by a firm, a presentment may be made to either of the partners, or at the firm's place of business; if given by several persons jointly, not partners, the demand must be made upon all. If the note has been lost, mislaid, or destroyed, the holder

must still make a regular and formal demand, offering the party at the same time a sufficient indemnity, in the event of his paying the same.

If a note is payable at a bank, and the holder is there, on the day upon which the note falls due, until the usual hour for closing, ready to receive payment, no further demand upon the maker is necessary in order to charge the endorser. The demand in all cases must be made upon the last of the days of grace; a demand before such time passing for nothing as against the endorser.

In the absence of special legislation, notes payable at sight, or on demand, must be presented for payment within a reasonable time in order to charge the endorser; what constitutes such reasonable time, depends upon the circumstances of each case. In Massachusetts, notes payable on demand must be presented within sixty days from their date, without grace, or the endorser is discharged.

A person taking a note, even for value, after it has been dishonored, or is overdue, takes it subject to all the set-offs which the maker may have against the original payee. Thus, if the maker has paid a part, or the whole, or if it was given for the payee's accommodation merely, the holder can receive no more than the original payee could have recovered. If, however, the maker admit before the transfer that he has no defense or set-off, the holder is not affected by any equities existing between such maker and his payee.

If, upon presentation as above stated, payment be refused, the holder must be prompt to give notice to the endorser of such refusal, and inform him that he will be held for the payment of the same; otherwise the endorser is discharged. In the case of a note, a demand and notice by the holder personally, or his agent, either verbal or written, is sufficient to charge the endorser; but, it is advisable to place it in the hands of a Notary Public, inasmuch as most of the States have provided that the protest and certificate of such officer shall be *prima facie* evidence of the facts therein contained.

If any loss occur through such officer's neglect, he is responsible therefor to the holder.

As regards the time within which such notice of refusal and dishonor is to be given, the following rule obtains : Where both parties reside in the same town or city, notice must be given to the endorser personally, or at his dwelling, or place of business, at furthest on the next business day after presentment and dishonor ; when they reside in different places, the notice, properly directed, must be sent by the mail of the next day, or by the next mail after the day of dishonor, or notice of the dishonor. If there be several endorsers, each is allowed one day after receiving notice of dishonor to forward notice to the endorser immediately preceding himself. If the endorser's residence be not known, a reasonable time is allowed within which to ascertain the same ; if, after the exercise of due and reasonable diligence, it cannot be found, the holder is excused from giving such notice.

A payment by a married woman, without the consent of the husband, is invalid, and the money may be recovered back by the latter ; if made by an infant, he may revoke it ; if made by an agent, after the death of his principal, though such death were unknown to the former, it may be recalled as a payment in mistake ; if made by a bankrupt, out of his assets, after an act of bankruptcy committed by him, it is void, unless protected by some statute giving it binding force.

If payment be made to a person, by reason of a forged signature of the payee, or other endorser ; or, if the note has been specially endorsed, and a person falsely claiming to be such special endorser, receives payment : in either case, the maker is not discharged by such payment. So, if a note be paid before it is due, such payment does not extinguish the debt ; and, if the note afterward come into the hands of a *bona fide* holder for value, the latter can still insist upon full payment thereof from the maker at its maturity.

A JUDGMENT NOTE differs from a common promissory note, in having a seal appended, with a power of attorney to confess judgment upon non-payment of the same.

A PENAL BILL is a short substitute for the more formal instrument known as a bond.

A SINGLE BILL is a writing whereby one or more persons promise to another, or others, to pay him or them a certain sum of money at a time therein specified, and without any condition. It is commonly under seal.

A DUE BILL is a simple acknowledgment of a debt in writing. It is not payable to order, nor is it assignable by mere endorsement.

A PRODUCE NOTE is a written engagement to deliver, at a certain place and time, or on demand, certain specified articles of merchandise, or merchandise of a certain general description, at current rates and to a specific amount. Like a due bill, it is assignable, but not by simple endorsement.

To recover upon such a note, the holder need not have made a demand for the articles at the time and place ; but the maker must prove that he was ready at the time and place, and continued ready, to deliver such articles ; failing in this, the holder may recover the amount of the note in money.

A CHECK is a written order or request, addressed to a bank, or persons carrying on the banking business, and drawn upon them by a party having money in their hands, requesting them to pay upon presentment to a person therein named, or to bearer, a specified sum of money. It is made payable to bearer, or order, and is transferable like a bill of exchange or note, by delivery, or endorsement.

A check and a bill of exchange, or note, differ in these respects ; the former is not due before payment is demanded, and is not entitled to days of grace ; it may be taken after it is overdue, and the holder still not be subject to the equities, as set-off and the like, existing between the drawer and the party from whom he receives it ; and no delay in demanding payment of the former, on the part of the holder, excuses the drawer from such payment, unless he has suffered some loss or injury by reason of such delay, and then only to the extent of such loss or injury.

A MEMORANDUM CHECK is a check given, in general with an understanding that it is not to be presented for payment at the bank upon which it is drawn. Such checks have no other effect, between the original parties thereto, than common due-bills ; but third persons, into whose possession they may come for a valuable consideration, without notice of their nature, have the same rights as holders of ordinary checks.

A bank is not bound to pay a check, unless it has funds therefor to the full amount ; and, if the sum for which it is drawn be fraudulently altered and increased, and the bank pay the altered sum, it must itself bear the loss, unless the drawer himself, by his own carelessness or immethodical mode of filling up, has afforded a ready occasion for such alteration. If a bank refuse to pay a customer's check, after having received the money, it is liable therefor in damages. The death of the drawer is generally considered as a revocation of the banker's authority to pay a check ; but, if it be paid before notice of such death, the payment is good.

A check being designed as immediate payment, and not for general circulation, the holder should present it, at furthest, before the close of banking hours on the next succeeding secular day after receiving it ; and this for the purpose of obviating the consequences resulting from a longer delay, if the bank should in the mean time fail with

sufficient funds of the drawer in its possession to meet the check; in which case, the holder must bear the loss.

A **BILL OF EXCHANGE** is an open letter of request from, and order by, one person upon another, to pay a sum of money therein mentioned to a third person, on demand, or at some future time therein specified. The party making the order is called the drawer; the person to whom it is addressed, the drawee; he who accepts the bill, the acceptor; the party to whom or in whose favor the bill is made, the payee; he who writes his name upon the back thereof, the endorser; he to whom the bill is transferred by such writing, the endorsee; and, as a general rule, any one of the parties in possession of the bill and entitled to receive the money therein mentioned, the holder.

Bills of exchange are either foreign, or inland; foreign, when drawn by a person out of the United States upon another within the same, or the reverse; or by a person in a foreign country upon another in another foreign country; or, (according to the generally received doctrine,) by a person in one State upon another in another of the United States. Inland bills of exchange are usually termed drafts; the term, bills of exchange, being confined to those drawn on foreign countries.

The principal difference between foreign and inland bills is, that the former must be protested, while the latter need not. Foreign bills of exchange generally consist of several parts, as many in number as may be requested by the payee, called a set; each part containing a condition that it shall be paid, if the others remain unpaid; the whole set, however, making but one bill.

No precise form of words is required to constitute a bill of exchange, though custom has sanctioned, in the main, the general forms hereafter introduced; but, to make it negotiable, the power to assign it must appear upon its face; therefore, a bill drawn payable to a certain person, without the words, "or assigns," or, "or order,"

or other like words of negotiability, cannot be so endorsed as to subject the acceptor to a suit by the endorsee.

Possession of a bill of exchange endorsed in blank, or generally, proves property ; but not in bills specially endorsed, as they do not pass by mere delivery.

Most of the principles applicable to the presentation and demand of promissory notes, in order to charge the endorser, obtain in the case of bills of exchange.

It is better to present all bills for acceptance ; although when drawn at so many days or months after date, they need be presented for payment only ; otherwise, if payable at sight, or at so many days after sight, or after demand. Such acceptance should be in writing, signed by the acceptor, and should follow the express terms of the bill, as to sum, time, place and mode of payment ; the payee not being bound to take any other, and having the right to consider the bill as dishonoured, if the acceptance vary, or be limited.

If acceptance be refused, the safest course is, to have the bill protested, and see that notice of such refusal is promptly sent to the drawer and endorsers. In such case, the laws of Connecticut, Maryland, Massachusetts, New York, North Carolina, South Carolina, and Virginia, require that the bill be protested for non-acceptance, and notice given. The same rule has also been laid down in the Circuit Court of the United States ; but, in the Supreme Court of the United States, and in Pennsylvania, it has been held, that such protest and notice are unnecessary. Still, the safest course is as above directed.

An acceptance *supra protest* is the conditional undertaking of a party not on the bill, who accepts the same, for the honor of some one of the parties thereto after it has been protested for non-acceptance, or if, after acceptance, the acceptor abscond or become bankrupt, to pay, if the drawer do not. Such acceptance is for the benefit of all the parties subsequent to him for whose honor it was

made, whose name is generally specified therein. The bill, in such case, must be presented for payment at its maturity, notwithstanding the previous refusal of the drawee; as he may, in the mean time, have received funds for the purpose of so doing. In case of bills payable after date, such presentation must be made on the day upon which they would fall due, according to their date; with bills payable after sight, upon the day on which they would fall due, computing from the acceptance for honor, and adding three days of grace. Unless notice of non-payment be given within due time to the acceptor for honor, he is discharged. It is, however, optional to take or refuse an acceptance for honor.

When a foreign bill has been protested for non-payment, a person not upon the bill may pay it for the honor of some party upon it, (which is called a payment *supra protest*,) and have his remedy against the party for whose honor he paid it, and all others who are liable to him. Such remedy, however, is only allowed to one paying after protest.

Negotiable Note.

\$300.

Chicago, November 1, 18—.

SIXTY days after date I promise to pay to Otis Weed, or order, three hundred dollars, for value received. MORRIS WRIGHT.

Same for Pennsylvania and New Jersey.

\$180.

Philadelphia, Oct. 17, 18—.

NINETY days after date I promise to pay to the order of Heman Ray, one hundred and eighty dollars, without defalcation, for value received. THOMAS REED.

Note not Negotiable.

\$500.

Baltimore, April 3, 18—.

SIX months after date I promise to pay to Henry Cheatham, five hundred dollars, for value received. FRANCIS B. CARYL.

Note for two or more Persons.

\$3000.

Indianapolis, September 6, 18—.

WE, or either of us, [or, "jointly and severally"] promise to pay to the order of Hammatt Billings three thousand dollars, for value received.

EZRA CHASE,
SIMON WOOD.

Joint Note.

\$250.

Mobile, May 18, 18—.

Six months after date we jointly, but not severally, promise to pay to Eli Holden, or order, two hundred and fifty dollars, for value received.

EDMUND THORN,
HARRIS FLINT

Note with Surety.

\$480.

Cincinnati, December 17, 18—.

THIRTY days from date, I promise to pay to Edwin Cross, or order, four hundred and eighty dollars, for value received.

THEODORE TYSON,
CHARLES CARROLL, *Surety.*

Note on Demand.

\$300.

Syracuse, January 1, 18—.

ON demand, I promise to pay to Ernest Hall, or order, three hundred dollars, value received.

SYLVESTER SAMPSON.

Note Payable by Instalments.

\$600.

Madison, February 8, 18—.

FOR value received, I promise to pay to Seth Hand, or order, six hundred dollars, in manner following, to wit: two hundred dollars in one month from date, two hundred dollars in two months, and two hundred dollars in three months; with interest on the several sums, as they become due.

WALTER WILLIAMS.

Note in Missouri.

\$175.

St. Louis, May 5, 18—.

THREE months after date, I promise to pay to Silas Wells, one

hundred and seventy-five dollars, for value received ; negotiable and payable without defalcation or discount.

FREDERICK HARRINGTON.

Judgment Note.

For value received, I promise to pay to William Rudman, of Tamaqua, or order, three hundred dollars, with interest, on the first day of April next. And, further, I do hereby empower any attorney of the Court of Common Pleas of Schuylkill County, or any other Court of Record of Pennsylvania, or elsewhere, to appear for me, and after a declaration filed therefor, to confess a judgment against me for the above sum, as of last, next, or any other subsequent term, with costs of suits, release of errors, etc., with stay of execution until said first day of April next.

Witness my hand and seal, at Tamaqua, this first day of December, in the year one thousand eight hundred and —.

Signed, sealed and delivered }
in presence of

MEREDITH FOGG, [SEAL.]

PETER MORSE,

MOSES OWENS.

Same, waiving all right to Exemption Law and stay of Execution.

Philadelphia, May 1, 18—.

I PROMISE to pay to Carroll Herbert, or to his executors, administrators, or assigns, the sum of three thousand dollars, on the first day of January next ensuing the date hereof [without defalcation], for value received. And I do hereby confess judgment unto the said Carroll Herbert, for the above-named sum ; and I do hereby authorize any prothonotary, attorney, or clerk of any court of competent jurisdiction, to enter up this judgment against me, and in favor of the said obligee, with release of errors, and without stay of execution. And I do hereby relinquish, waiver, and dispense with all benefit, claim, or advantage of the Act approved, etc. [*reciting the date of approval and title of the statute*], so far as this judgment is concerned ; and agree not to plead or set up the same, or in any manner hinder, delay, or impede the full and prompt collection of this judgment.

In witness whereof, I have hereunto set my hand and seal, the day and year aforesaid.

MOSES BATES, [SEAL.]

Signed, sealed, etc.

WARBURTON MORRIS,

HILAND HORSHAM.

Shorter form of Judgment Note.

\$500.

Pittsburg, July 3, 18—.

Six months after date I promise to pay to the order of Alfred George, five hundred dollars, [without defalcation] for value received. And I do hereby empower the Prothonotary [or Clerk] of any Court of Record within this Commonwealth, or elsewhere, to enter judgment against me for that amount, with release of errors, etc., and costs of suits; [with stay of execution for three months.]

Witness my hand and seal, this first day of Jaquary, A. D. 18—.

In presence of

THOMPSON BLACK, [SEAL.]

SUMNER WHITE,

GRISWOLD DANA.

A Penal Bill.

KNOW ALL MEN BY THESE PRESENTS, that I, John Savage, do owe unto James Rush, the sum of one hundred dollars, to be paid unto the said James Rush, his executors, administrators or assigns, with interest, on or before the first day of July next; for the which payment, well and truly to be made, I bind myself, my heirs, executors and administrators, in the peual sum of two hundred dollars, firmly by these presents. In witness whereof, etc.

Signed, sealed, etc.,

JOHN SAVAGE, [SEAL.]

JOHN WAY,

WARLAND EATON.

A Single Bill.

Know all men by these presents, that I, John Savage, do owe and am indebted to James Rush in the sum of one hundred dollars, to be paid to the said James Rush, his executors, administrators or assigns, with interest, on or before the first day of July next. In witness whereof, etc.,

Signed, sealed, etc.

JOHN SAVAGE, [SEAL.]

[A power of attorney to confess judgment may be added to the above if desired.]

Common Form of Due-Bill.

\$78.80.

Baltimore, July 1, 18—.

I owe Samuel Sites seventy-eight dollars and eighty cents.

WHARTON PUGH.

Same, for Balance of Account.

\$78.80.

Baltimore, July 1, 18—.

UPON settlement of accounts, this day, with Samuel Sites, I acknowledge the sum of seventy-eight dollars and eighty cents to be due and owing to him by me.

WHARTON PUGH.

Produce Note, Payable on Demand.

\$250.

Alton, June 1, 18—.

FOR value received, I promise to pay to Lambert Haynes, on demand, at my store, goods to the amount of two hundred and fifty dollars.

CUTHBERT CRESSON

Same, payable at future date.

\$250.

Alton, June 1, 18—.

FOR value received, I promise to deliver, three months after date, to Lambert Haynes, at my yard in said Alton, first quality hemlock joists [or, *whatever is agreed upon,*] to the amount of two hundred and fifty dollars, valued at the market price current at that time.

CUTHBERT CRESSON.

Same, with Surety.

\$250.

Alton, June 1, 18—.

FOR value received, we jointly and severally promise to deliver, three months after date, to Lambert Haynes, at Cuthbert Cresson's yard, in said Alton, first quality hemlock joists [*whatever is agreed upon,*] to the amount of two hundred and fifty dollars, valued at the market price current at that time.

CUTHBERT CRESSON,
VICTOR HEINS, *Surety.*

Check.

No. 788.

New Orleans, April 1, 18—.

CITIZENS' BANK, pay to Robert Radcliff, or bearer [or *order*] six hundred $\frac{3}{4}$ dollars.

THOMAS DAPUY & Co.

\$600.34.

Set of Foreign Bills of Exchange.

*Exchange for £300 Stg.**Charleston, July 24, 18—.*

No. 204.

SIXTY days after sight of this, my first of exchange, (second and third of the same tenor and date not paid,) pay to the order of Messrs. Rothermel & Wildermings three hundred pounds sterling, value received, and charge the same without further advice to

WILLIAM AIKIN.

To Messrs. BROWN, BROTHERS & Co., Liverpool.

 Second.
*Exchange for £300 Stg.**Charleston, July 24, 18—.*

No. 204.

SIXTY days after sight of this, my second of exchange, (first and third of same tenor and date not paid,) pay to the order of Messrs. Rothermel & Wildermings three hundred pounds sterling, value received, and charge the same, without further advice, to

WILLIAM AIKIN.

To Messrs. BROWN, BROTHERS & Co., Liverpool.

 Third.
*Exchange for £300 Stg.**Charleston, July 24, 18—.*

No. 204.

SIXTY days after sight of this, my third of exchange, (first and second of the same tenor and date unpaid,) pay to the order of Messrs. Rothermel & Wildermings, three hundred pounds sterling, value received, and charge the same without further advice to

WILLIAM AIKIN.

To Messrs. BROWN, BROTHERS & Co., Liverpool.

 Draft.

\$400.

Buffalo, May 1, 18—.

THREE days after sight, pay to the order of Walter B. Mitchell four hundred dollars, value received, which charge to the account of

Yours, etc.,

JOHN C. HUCKINS.

Messrs. COLBY & TOLMAN, New York

Acceptance.

THE acceptance of a bill of exchange or draft is effected by the drawee's writing across the face (usually with red ink), thus :

"Accepted, May 16, 1832. COLBY & TOTMAN."

Protest of a Promissory Note for Non-Payment.

[After inserting a copy of the notes, with the names of the endorsers appended thereto, proceed thus :—]

UNITED STATES OF AMERICA :

Be it known, that on the day of the date hereof, at the request of Thomas Williamson, the holder of the original promissory note, of which a true copy is above written, I, Richard T. Stewart, Notary Public, for the State of Alabama, by lawful authority duly commissioned and sworn, residing in Mobile, during the usual hours of business for such purposes, presented the same at the place of business, [or *residence*, if the party is not in business,] of Henry T. Stone, [or, *to a person in attendance*, or, *as the case is*,] and demanded payment thereof, (the time limited therein and the usual grace having elapsed,) to which he answered, "I cannot pay this note," [*inserting the substance of the reply*,] or words to that effect.

Whereupon I, the said Notary, at the request aforesaid, have protested, and do hereby solemnly protest, against the drawer of said note, the endorsers and all others concerned therein, for exchange and re-exchange, and all costs, charges, damages and interest, suffered and to be suffered by reason or in consequence of the non-payment of said note. Of all which I notified the endorsers thereof.

Thus done and protested at Mobile aforesaid, the fifteenth [L. S.] day of August, A. D. 18—.

RICHARD T. STEWART, *Notary Public*.

Notice to Endorsee of above Protest.

PAYMENT of Henry T. Stone's note, in favor of John Day, and by you endorsed, dated Mobile, April 15, 18—, for four hundred and fifty dollars, delivered to me for protest by Thomas Williamson, the holder, being this day due, demanded, and refused, it has been by

me duly protested accordingly, and you will be looked to for payment of the same; of which you hereby have notice.

RICHARD T. STEWART, *Notary Public*,
No. 161 Battle street, Mobile.

To WILLIAM RICHARDSON, *Mobile*.

Protest of a Bill of Exchange for Non-Acceptance or Non-Payment.

[After inserting a copy of the bill, with the names of the endorsers appended thereto, proceed as follows:—]

UNITED STATES OF AMERICA:

Be it known, that on the day of the date hereof, at the request of Samuel C. Paxson, the holder of the original Bill of Exchange, of which a true copy is above written, I, Loyd Jones, Notary Public for the State of Georgia, by lawful authority duly commissioned and sworn, residing in Savannah, during the usual hours of business for such purposes, presented the same at the place of business [or *residence*, if the party be not in business,] of Abraham Myers, the drawee, [if presented for acceptance; or "*the acceptor*," if presented for payment.] thereof, to the said Abraham Myers, [or, *as the case may be*,] and requested acceptance thereof, [if for payment say, *demanded payment thereof, the time limited therein and the usual days of grace having expired*,] which was refused, the said Abraham Myers, [or, *as the case is*,] replying, [here insert the substance of the reply,] or words to that effect.

Wherefore I, the said Notary, at the request aforesaid, etc.,
[L. S.] [*as in the protest for a note, varying as is necessary*].

LOYD JONES, *Notary Public*.

Notice to Drawer of above Protest.

Savannah, October 1, 18—.

ACCEPTANCE [or *payment*] of your bill of exchange or draft on Abraham Myers, in favor of Ross Brothers, dated St. Louis, July 1, 18—, for one thousand dollars, delivered to me for protest by Samuel C. Paxson, the holder, being this day [*if protested for non-*

payment, here insert, "due,"] demanded and refused, it has been by me duly protested accordingly, and you will be looked to for payment of the same ; of which you hereby have notice.

LOYD JONES, *Notary Public,*

No. 18 Main st., Savannah.

TO NATHANIEL RUSSELL, *New York.*

Notice to Endorser of Same.

Savannah, October 1, 18—.

ACCEPTANCE [*or payment*] of a certain bill of exchange or draft, drawn by Nathaniel Russell on Abraham Myers, in favor of Ross, Brothers, and by you endorsed, dated, etc., [*concluding as in the foregoing.*]

LOYD JONES, *Notary Public,*

No. 18 Main st., Savannah.

TO OLIVER HAZZARD, *Pittsburg.*

Bond of Indemnity upon Paying a Lost Note.

KNOW ALL MEN BY THESE PRESENTS, that I, Arthur P. Bonney, of Easton, County of Talbot, and State of Maryland, am held and firmly bound unto Elias Cox, of the same place, in the sum of one thousand dollars, lawful money of the United States, to be paid to the said Elias Cox, or his certain attorney, executors, administrators or assigns ; to which payment, well and truly to be made and done, I do bind myself, my heirs, executors, and administrators, and each and every of them, firmly by these presents. Sealed with my seal and dated this fourth day of March, in the year of our Lord one thousand eight hundred and —.

Whereas the above-named Elias Cox, by his promissory note signed by him, and dated the fifth day of September, in the year one thousand eight hundred and —, did promise to pay unto Charles Gregory, or order, five hundred dollars, six months after date, for value received, and such said note was afterward endorsed by the said Charles Gregory and others, and became the property of Thomas R. Eustis, of Baltimore, in said State of Maryland, as the said Eustis avers ; and whereas the said Eustis alleges that he sent the said note by mail, on the twentieth day of February last past, to the above-named Arthur P. Bonney, to be by him received

for the said Thomas Eustis's use ; which said note, it is apprehended, was stolen out of the mail, [or *as the case is,*] or otherwise lost. And whereas the said Elias Cox has, on the day of the date hereof, at the request as well of the said Thomas Eustis as of the said Arthur P. Bonney, and upon his, the said Arthur P. Bonney's promising to indemnify the said Elias Cox, and deliver up the said note to be cancelled when found, paid the said Arthur P. Bonney the said sum of five hundred and sixteen dollars, in full satisfaction and discharge of the said note, the receipt whereof the said Arthur P. Bonney doth hereby acknowledge ; The condition, therefore, of the above-named obligation is such, that if the said Arthur P. Bonney, his heirs, executors, or administrators, or any of them, do and shall, from time to time, and at all times hereafter, save, defend, keep harmless, and indemnify the said Elias Cox, his executors and administrators, and the goods, chattels, lands, and tenements of the said Elias Cox, of, from, and against the said note of five hundred dollars, and of and from all costs, charges, damages, and expenses, that shall or may happen or arise therefrom, and also to deliver or cause to be delivered up the said note, when and so soon as the same shall be found, to be cancelled, then this obligation to be void ; otherwise to be and remain in full force and virtue. ARTHUR P. BONNEY, [SEAL.]

Signed, sealed and delivered }
in presence of

EDWIN HART,

STACY TRAFTON



THE STATE CAPITOL AT NASHVILLE, TENNESSEE. some lawful business, whether the capital be supplied by one, and the labor and skill by another, or each contribute both labor or skill and capital.

It is not constituted merely by an interest of different parties in the same thing; the test is, whether there is a participation in profits and a joint liability to loss.

A general partnership is one formed for trade or business generally, without limitations; a special partnership is one in which the joint interest extends only to a particular concern, as, for example, in the erection of a house; a limited partnership is one, in which one or more of the partners put in a certain amount of capital, which is liable for the contracts of the firm, but beyond that amount the party or parties advancing are not liable. The regulations concerning the last-named species of partnership, in any particular State where it is recognized, are to be found in the statutes of such State; and a strict compliance with the provisions of such statutes is necessary, in order to avoid incurring the responsibilities attaching to the position of general partner.

A person who lends his name as a partner, or who suffers his name to continue in the firm after he has actually ceased to be a partner thereof, is still responsible to third persons as a partner.

A partner may buy and sell partnership effects; make contracts in reference to the business of the firm; pay and receive money; draw, and endorse, and accept bills and notes; and all acts of such a nature, even though they be upon his own private account, will bind the other partners, if connected with matters apparently having reference to the business of the firm, and transacted with other parties ignorant of the fact that such dealings are for the particular partner's private account. So, also, the representation or misrepresentation of any fact made in any partnership transaction by one partner, or the commission of any fraud in such transaction, will bind the entire firm, even though the other partners may have no connection with, or knowledge of the same.

If a partner sign his individual name to negotiable paper, all the partners are bound thereby, if such paper appear upon its face to be on partnership account. So, if the negotiable paper of a firm be given by one partner on his private account, and in the course of its circulation pass into the hands of a *bona fide* holder for value, without notice or knowledge of the fact attending its creation, the partnership is bound thereby.

One partner cannot bind the firm by deed; though he may by deed execute an ordinary release of a debt due the partnership, thereby precluding the firm from a recovery of the same.

A creditor of an individual partner can levy upon and sell only such partner's individual interest in the surplus of the partnership property, remaining after the payment of all demands against such partnership. The purchaser at such sale acquires all the right which his debtor previously had in such property; but is not bound to become a partner, nor are the others bound to admit him.

If no time be fixed in the articles of copartnership for the com

mencement of such partnership, it is presumed to commence from the date and execution of such articles. If no precise period is therein mentioned for its continuance, a partner may withdraw at any time, and dissolve such partnership at his pleasure; and even if a definite period be agreed upon, a partner may, by giving notice, dissolve the partnership as to all capacity of the firm to bind him by contracts thereafter made; such partner subjecting himself thereby to a claim for damages, by reason of his breach of the covenant.

The death of either partner, also, dissolves the partnership, unless there be an express stipulation that, in such an event, the representatives of such deceased partner may continue the business in connection with the survivors, for the benefit of the widow and children of such decedent. An executor, administrator, or personal representative continuing in the business under such circumstances, is personally responsible as partner for all debts contracted.

If it is desired, that a majority of the partners shall have the right to control the affairs of the partnership, and in certain contingencies to close up the same, a stipulation to that effect should be inserted in the articles; as, in its absence, the power of a majority to wind up or sell out a concern will not be presumed.

Regarding Limited Partnerships, the following general provisions exist in the statutes of most of the States which permit them: The names of the special partners are not to be used in the firm, which is to transact business in the names of its general partners, without the addition of any general term; such special partners cannot transact any business on partnership account, or act for that purpose as agents, attorneys, or otherwise, though they may advise and be consulted as to the management of the business; before such partnership can go into operation, a registry of the same must be made in the required office, with a certificate, signed and acknowledged by the parties, containing the style of the firm, the general

nature of the business, the names of the partners, the amount of capital furnished by the special partners, (which must be in cash, and an affidavit filed, stating the fact,) and the period of the partnership's continuance; the terms of the partnership must likewise be published for a specified time, as also the notice of its dissolution, if any takes place by act of the parties before the expiration of the time named in the certificate. No such partnership can make assignments or transfers, or create any lien, with the intent to prefer particular creditors. The special partners may receive an annual interest on the capital invested, if the original capital be kept to its full amount; but they cannot claim as creditors, in the event of the insolvency of the partnership.

A partnership is dissolved by the act or agreement of the partners, or some of them; by a decree of a Court of Equity; or by the mere operation of law. A dissolution by a Court of Equity may take place, in cases of gross misconduct, or abuse of authority, or want of good faith and diligence, such as imperil the interests of the partnership; also, whenever the object for which the partnership was formed becomes impracticable, or when one of the partners becomes permanently incapable of performing his obligations and duties.

A partnership is dissolved by operation of law, by a voluntary and *bona fide* assignment by any partner of all his interest therein; by the bankruptcy or death of any of the partners; or by a war between the countries of which the partners are subjects.

Immediately after a dissolution, a notice of the same should be published in the public papers, for general information, and a special notice sent to every person who has had dealings with the firm. If these precautions be not taken, each partner will still continue liable for the acts of the others to all persons who have had no notice of such dissolution. Such a notice, however, is unnecessary, when the dissolution takes place by the bankruptcy or death of a partner; nor upon the retirement of a silent partner from the firm, except to those who were aware that he was such silent partner.

Upon a dissolution, one partner may sign the firm name to a receipt given to a firm debtor; but all must join in the endorsement of a note or bill, or the acceptance of a bill, unless some one of the firm has been specially empowered for that purpose by the others.

Upon the assignment by one partner to the others of his interest in the partnership property, the word "release" is the proper word to be used to pass such interest.

Whenever a change is made in a firm, new securities should be taken in all cases of guaranty and suretyship, or of bonds given to partners for the faithfulness of clerks, agents and other officers, as it has been decided that securities given to the former partnership do not continue valid in the event of a change in its members.

Articles of Copartnership.

ARTICLES OF AGREEMENT, made and concluded this first day of July, in the year of our Lord one thousand eight hundred and —, between Eben R. Calvert, of Marshall, County of Calhoun, and State of Michigan, of the one part, and Daniel G. Harrison, of the same place, of the other part.

The said parties have agreed, and by these presents do agree, to associate themselves as copartners in the art and trade of buying and selling all sorts of wares, goods and commodities belonging to the trade or business of merchandise; which said copartnership shall continue from the date of these presents, for, and during, and to the full end and term of five years next ensuing.

The name, style, and title of such partnership shall be "E. R. Calvert & Co."

For the purpose aforesaid, he, the said Eben R. Calvert, hath, upon the day of the date hereof, put into said partnership, as capital stock, the sum of three thousand dollars; and the said Daniel G. Harrison has also invested the like sum of three thousand dollars; both of which said sums are to be used, laid out and employed in common between the parties hereto, for the management of the said business to their mutual advantage.

And it is hereby agreed between the said parties, each for himself

respectively, and for his own special and particular part, in manner and form as follows:—

That they shall not and will not, at any time hereafter, during the period above-named, exercise or follow the said trade, or any other, to their private emolument or advantage; but shall and will, from time to time, and at all times during said period, (if they shall so long live,) use their utmost endeavors, to the best of their skill and ability, for their mutual advantage, with the stock as aforesaid and its increase.

And also, that they shall and will, during the period aforesaid, discharge equally between them the rent of such premises as they may rent or hire, for the management and conduct of the trade or business aforesaid.

And that all profit, gain or increase, that shall or may arise from, or by reason of the said joint business, shall be equally and proportionately divided between them, share and share alike; and also all losses that shall happen in the said business, by bad debts, bad commodities, or howsoever otherwise, shall be paid by, and borne equally between them.

And it is further agreed, that there shall be kept, during the said period and joint business, perfect, just, and correct book-accounts, wherein each of the said copartners shall enter and set down, as well all the money by him received and expended in and about the business aforesaid, as also all commodities and merchandise by him bought and sold, by reason and on account of the said co-partnership, and all other matters and things in any wise belonging or appertaining thereto, so that either of them may at any time have free access thereto.

And also, that the said copartners, once in twelve months, or oftener, if need shall require, upon the request of either of them, shall make and render, each to the other, or to the executors and administrators of each other, a true and full account of all profits and increase by them and each of them made, and of all losses by them, or each of them, sustained; and also, of all payments, receipts and disbursements, and all other things whatsoever by them, or either of them, made, received and disbursed, acted, done and suffered in the said copartnership; and the account so made, shall and will clear, adjust, pay, and deliver, each unto the other, at the

time of making such account, their equal share of the profit so made as aforesaid.

And that, at the end of the aforesaid period of five years, or other sooner determination of these presents (whether by the death of one of the parties hereto, or otherwise), they, the said copartners, each to the other, or, in case of the death of either, the surviving party to the executors or administrators of the party deceased, shall and will make a true, full, and final account of all things as aforesaid, and in all things well and truly adjust the same; and also, that, upon making such accounts, all and every the stock, as well as the gain and increase thereof, which shall appear, or is found, to be remaining, shall be equally apportioned and divided between them, the said copartners, their executors or administrators, share and share alike.

In witness whereof the said parties to these presents have hereunto set their hands and seals, the day and year first above written.

Signed, sealed and delivered }
in presence of }

NATHAN HART,

JOHN H. ATKINS.

EBEN R. CALVERT, [SEAL.]

DANIEL G. HARRISON, [SEAL.]

Another form of the Same.

ARTICLES OF COPARTNERSHIP made and concluded this first day of January, in the year of our Lord one thousand eight hundred and —, by and between Ambrose Dillaway, of the first part, and Clarence Singer, of the second part, both of Red Wing, County of Goodhue, and State of Minnesota.

Whereas, it is the intention of the said parties to form a copartnership for the purpose of carrying on the business of buying and selling, vending and retailing grain at said Red Wing; therefore, for the purposes of such business or trade, they have agreed upon the following terms and articles of agreement: to the faithful performance of which they mutually bind and engage themselves, each to the other, his executors and administrators, firmly by these presents.

First: The style of the said copartnership shall be "Dillaway & Singer;" and it shall continue for three years from the date hereof,

except in case of the death of either of the said parties within the said term.

Second: The said Ambrose Dillaway and Charles Singer are the proprietors of the stock, a schedule of which is contained in their stock book, in the proportion of five-eighths to the said Dillaway, and of three-eighths to the said Singer; and the said parties shall continue to be owners of the joint stock in the same proportion; and, in case of any additions being made to the same, by mutual consent, each of the said parties shall advance and contribute thereto in the aforesaid proportion.

Third: All profits which may accrue to the said partnership shall be divided between, and all losses happening to the said firm, whether from bad debts, depreciation of goods, or from any other cause or accident, and all expenses of the business, shall be borne by, the said parties in the aforesaid proportion of their interest in the said stock.

Fourth: The said Clarence Singer shall devote and give all his time and attention to the business of the said firm, as a salesman, and generally to the care and superintendence of the store; and the said Ambrose Dillaway shall devote so much of his time as may be requisite in advising, overseeing, and directing the purchase, transportation, and delivery of all and entire the stock of grain necessary to the said business.

Fifth: All the purchases, sales, transactions, and accounts of the said firm shall be kept in regular and correct books, which shall be always open to the inspection of both parties and their legal representatives respectively. An account of stock shall be taken; and an account between the said parties settled, as often as once in every year, and as much oftener as either partner may in writing desire and request.

Sixth: Neither of the said parties shall subscribe any bond, sign or endorse any note of hand, accept, sign, or endorse any draft or bill of exchange, or assume any other liability, verbal or written, either in his own name or the name of the firm, for the accommodation of any other person or persons whatsoever, without the consent in writing of the other party; nor shall either party lend any of the funds of the copartnership without such consent of the other partner.

Seventh: No importation or large purchase of stock or other

things shall be made, nor any transaction out of the usual course of the grain business shall be undertaken by either of the partners, without previous consultation with, and the approbation of, the other partner.

Eighth: Neither party shall withdraw from the funds or joint stock, more than the sum of six hundred dollars per annum, in monthly instalments of fifty dollars, or more than his share of the profits then earned, nor shall either party be entitled to interest on his share of the capital; but if, at the expiration of the year, a balance of profits be found due to either partner, he shall be at liberty to withdraw such balance, or to leave it in the business, provided the other partner consent thereto; and in that case he shall be allowed interest on the said balance.

Ninth: At the expiration of the aforesaid term, or upon the earlier dissolution of the copartnership, the stock or its proceeds, after payment of all the debts of the firm, shall be divided in the proportion aforesaid; but, if the said parties or their legal representatives cannot agree in the division of the stock then remaining and on hand, it is hereby agreed that the matter shall be referred to the arbitration of three competent and disinterested persons, to be selected as follows: Each of the parties hereto, or his legal representatives, naming and selecting one, and the two so-named and elected to choose a third; and that the award and final determination of the person thus selected, shall be binding and conclusive upon all concerned.

Tenth: For the purpose of securing the performance of the foregoing covenants and agreements, it is agreed, that either party, in case of any violation of them, or either of them, by the other, shall have the right to dissolve this copartnership immediately upon his becoming informed of such violation. In witness whereof, etc.

Executed and delivered)	AMBROSE DILLAWAY, [SEAL.]
in presence of)	CLARENCE SINGER, [SEAL.]
GEORGE YOUNG,	
WILHELM SCHWARTZ.	

The following covenants, or any of them, may be inserted in any partnership contract, as desired:

A majority to control: That, in all matters respecting the several transactions of the partnership and the management of the business

thereof, the expressed wish and opinion of the majority of the parties to this agreement shall govern and be binding upon the whole of said parties.

Not to trust any one against the wish of the other: And that neither of the said parties shall sell or credit any goods or merchandise belonging to the said joint trade, to any person or persons, after notice in writing from the other of the said parties that such person or persons are not to be credited or trusted.

Neither party to assign his interest: And it is agreed between the said parties, that neither of them shall, without the consent of the other previously thereto in writing obtained, sell or assign his share or interest in said joint trade to any person or persons whatsoever.

Parties to draw quarterly: And that it shall be lawful for each of them to take out of the cash of the joint stock the sum of — dollars quarterly, to his own use, the same to be charged on account; and neither of them shall take any further sum for his own separate use without the consent of the other in writing; and any such further sum, taken with such consent, shall draw interest after the rate of — per cent., and shall be payable, together with the interest then due, within — days after notice in writing to that effect given by the other of the said parties.

Not to be bound, or endorse bills: And that neither of the said parties shall, during this copartnership, without the consent of the other, enter into any deed, covenant, bond, or judgment, or become bound as bail or surety, or give any note, or accept or endorse any bill of exchange, for himself and partner, with or for any person whatsoever, without the consent of the other first had and obtained.

Articles of Limited Copartnership.

ARTICLES OF AGREEMENT, made and concluded this first day of April, in the year of our Lord one thousand eight hundred and —, between Otis Reynolds, of Houston, County of Chickasaw, and State of Mississippi, cotton broker, of the first part, and William Henry

Dalton, of Natchez, County of Adams, and State aforesaid, gentleman, of the second part, and James Montgomery, of the city and County of Mobile, and State of Alabama, planter, of the third part

The said parties have agreed, and by these presents do agree, to associate themselves in a limited partnership, for carrying on in the city of Natchez, the trade, business, and occupation of buying and selling cotton, under the firm of Otis Reynolds & William Henry Dalton; the said Otis Reynolds and William Henry Dalton being several partners, and the said James Montgomery a special partner; that said partnership shall commence at the date of these presents, and terminate on the thirty-first day of March, in the year of our Lord one thousand eight hundred and——; that the said James Montgomery, as such special partner, has contributed fifty thousand dollars in cash to the capital stock of the said firm of Otis Reynolds & William Henry Dalton: that the said Otis Reynolds has contributed, as a general partner, in cash [or, *as the case is*] the sum of fifteen thousand dollars; and that the said William Henry Dalton, also, as a general partner, has contributed in cash [or, *as the case is*] the sum of twenty-five thousand dollars to the capital stock of the said firm.

It is further agreed, that the interest on the capital stock aforesaid of the said James Montgomery, special partner, shall entitle him to forty per cent. of the yearly profits of the business of the said firm; that the interest of the said Otis Reynolds shall entitle him to thirty per cent.; and that the interest of the said William Henry Dalton shall entitle him to thirty per cent. of the yearly profits aforesaid. And it is mutually understood and agreed by and between the parties to this agreement, that whatever portion of the annual profits so apportioned to the respective parties, shall be allowed, by either of the parties aforesaid, to remain with said firm for the use and benefit of all the parties to this agreement, such portion of profits shall draw interest at the rate of ten per cent. per annum, which said interest shall be paid to the party so entitled thereto, on the thirty-first day of December in each and every year during the term of this contract.

And it is hereby further agreed between the said parties in manner following, that is to say:

That the said Otis Reynolds and William Henry Dalton shall not and will not, at any time hereafter, during the continuance

of said partnership, exercise or follow the said trade or business, or any other, to their private benefit or advantage; but shall and will, from time to time, and at all times, during the said term, (if they shall so long live,) use their utmost endeavors, to the best of their skill and ability, to promote and enhance the mutual interest of the parties hereto, with the capital stock as aforesaid and its increase.

And, further, it is agreed between the parties hereto, that there shall be kept, under the direction of the said several parties, during said term of copartnership, true, just, and accurate books of accounts, wherein shall be entered and set down, as well all the money received and expended in and about the said business, as also all commodities and merchandise bought and sold by reason and on account of the said copartnership, and all other matters and things in any wise belonging or appertaining thereto; and that either of the parties to this agreement may, at any time, have free access thereto.

And, also, that there shall be furnished, under the direction of the said general partners, to each of the parties to this agreement, his executors or administrators, on the thirty-first day of December in each and every year during the term of this agreement, a true and correct account of all profits and increase made, and of all losses sustained by said firm. And at the expiration of said term of three years, there shall be furnished, under the direction of the said several partners, their executors, administrators or assigns, to each of the parties to this agreement, his executors, administrators, or assigns, a true and final account of all things pertaining to the business of said copartnership as aforesaid; and upon the making and rendering of said accounts, all and every the capital stock remaining, as well as any gain and increase thereof which shall appear, shall be apportioned and divided between the said copartners, and delivered to them severally, their executors, administrators, or assigns, in the proportion before-named, that is to say: to the said James Montgomery, special partner, forty per cent.; to the said Otis Reynolds, general partner, thirty per cent.; and to the said William Henry Dalton, general partner, thirty per cent. In witness whereof, etc.

Signed, sealed, etc.,

TALBOT CLAYTON,

FERDINAND RAYMOND.

OTIS REYNOLDS, [SEAL.]

WILLIAM HENRY DALTON, [SEAL.]

JAMES MONTGOMERY, [SEAL.]

Certificate of Limited Partnership.

THIS is to certify to all to whom these presents shall come, that we, whose names are hereunto subscribed, to wit: Otis Reynolds, of Houston, County of Chickasaw, cotton-broker, William Henry Dalton, of Natchez, County of Adams, gentleman, both in the State of Mississippi, and James Montgomery, of the City and County of Mobile, and State of Alabama, planter, have entered into a limited partnership for the business of buying and selling cotton, at Natchez aforesaid, under and by virtue of an Act, etc.; [*reciting the date and title of the Act under which the partnership is formed*;] and all and singular the supplements thereto, upon the terms, conditions and liabilities, hereinafter set forth, to wit:—

1. The said partnership is to be conducted under the name, firm, and style of OTIS REYNOLDS & WILLIAM HENRY DALTON.

2. The general nature of the business intended to be transacted by the said firm or partnership, is the buying and selling of cotton.

3. The general partners in the said firm are Otis Reynolds, of Houston aforesaid, and William Henry Dalton, of Natchez aforesaid, both now residents of said Natchez; and the special partner is James Montgomery, residing in the City and County of Mobile, and State of Alabama.

4. The said special partner has contributed to the common stock of the said firm the sum of fifty thousand dollars in cash and actually paid in.

5. The said partnership to commence immediately at and after the making of this certificate, and is to terminate on the thirty-first day of March, in the year of our Lord one thousand eight hundred and —.

Made and severally signed by the said partners at the said city of Natchez, the first day of April, in the year of our Lord one thousand eight hundred and —.

OTIS REYNOLDS,

WILLIAM HENRY DALTON,

JAMES MONTGOMERY.

Acknowledgment of above.

CITY OF NATCHEZ, ss:

Before me, the subscriber, the Mayor of the said city of Natchez, (or, *other proper officer*,) personally came and appeared, on this

first day of April, in the year of our Lord one thousand eight hundred and —, the above-named Otis Reynolds, William Henry Dalton, and James Montgomery, who severally, in due form of law, acknowledged the foregoing certificate as and for their and each of their act and deed, [to the end that the same might as such be recorded].

In testimony, I have herenunto set my hand, and affixed the
[L. S.] seal of the said city, the day and year aforesaid.

CALVIN C. TEMPLE, *Mayor*.

Affidavit of one of the General Partners.

CITY OF NATCHEZ, ss.:

Before me, the subscriber, the Mayor of the said city of Natchez, (or, *other proper officer*,) personally came and appeared, on this first day of April, in the year of our Lord one thousand eight hundred and —, Otis Reynolds aforesaid, one of the general partners in the firm of Otis Reynolds & William Henry Dalton, referred to in the preceding certificate, who, being duly sworn, (or *affirmed*,) did depose and say, that the sum specified in the said certificate to have been contributed by the special partner therein named to the common stock, to wit: fifty thousand dollars by the said James Montgomery, has been so contributed, and actually and in good faith paid in cash.

OTIS REYNOLDS.

In testimony whereof, etc.,

[L. S.]

CALVIN C. TEMPLE, *Mayor*.

Advertisement of Limited Partnership.

WE, the subscribers, have this day entered into a Limited Partnership, agreeably to the provision of the Act, etc., [*reciting date and title of the same*,] and do hereby certify that the name of the firm under which said partnership is to be conducted, is OTIS REYNOLDS & WILLIAM HENRY DALTON; that the general nature of the business to be transacted, is the buying and selling of cotton, and the same will be transacted in the city of Natchez; that the names of the general partners of the said firm are Otis Reynolds, of Houston, County of Chickasaw, and William Henry Dalton, of Natchez, County of Adams, both in the State of Mississippi, and the special partner is James Montgomery, of the City and County

of Mobile, and State of Alabama; that the capital contributed by the said James Montgomery, special partner, is fifty thousand dollars, in cash; that the period at which said partnership is to commence is the first day of April, one thousand eight hundred and —, and that it will terminate on the thirty-first day of March, one thousand eight hundred and —.

OTIS REYNOLDS,

WILLIAM HENRY DALTON,

General Partners.

JAMES MONTGOMERY,

Special Partner.

Natchez, April 1, 18—.

Affidavit of Publication, to be filed with the Officer required by Statute.

CITY OF NATCHEZ, ss:

Before me, the subscriber, the Mayor of the said city of Natchez, personally came and appeared, on this thirtieth day of May, one thousand eight hundred and —, William G. Brown, printer of the "Daily Courier," who being duly sworn, (or *affirmed*,) did depose and say, that the preceding advertisement of the terms of Limited Partnership between the persons therein named, had been published in the "Daily Courier," a newspaper published in said city, for the term of six (or, *as the case is*,) weeks, next and immediately after the registry of the certificate.

WILLIAM G. BROWN.

[L. S.] In testimony whereof, etc.,

CALVIN C. TEMPLE, *Mayor.*

Agreement to Continue a Partnership by Endorsement.

WHEREAS, the partnership evidenced by the within-written articles has this day expired by the limitation contained herein, [or *will expire on the — day of — next*;] it is hereby agreed that the same shall continue upon the same terms, and with all the provisions and restrictions herein contained, for the further term of — years from this date; [or *from the — day of — next*.]

In witness whereof, we have hereunto set our hands and seals, etc.

Witnesses: OWEN RODNEY,

DAVID JONES.

An Agreement by one Partner to relinquish his Interest to the Other.

THIS INDENTURE, made between Silas Morrell, of the one part, and Orlando Thomas and Moses Grinnell of the other part, all of Richmond, in the County of Ray, and State of Missouri, witnesseth: That, whereas the said Silas Morrell, Orlando Thomas, and Moses Grinnell, have heretofore dealt together as copartners, and by their joint trading many goods, wares, and debts are due unto them, wherein each of them hath an interest, and likewise the said parties are themselves indebted to divers other persons concerning and by reason of such joint trading: Now, the said Silas Morrell, in consideration of the sum of two thousand dollars, paid by the said Orlando Thomas and Moses Grinnell, the receipt whereof the said Silas Morrell doth hereby acknowledge, doth consent to disconnect himself from the said joint trading and copartnership with the said Orlando Thomas and Moses Grinnell, and doth hereby release, grant, assign, and transfer unto the said Orlando Thomas and Moses Grinnell, all the right, property, and interest whatsoever, which he, the said Silas Morrell, hath or should have, in and to all and singular the goods, wares, merchandise, and debts, mentioned in and by the balance of an account hereto annexed.

And the said Silas Morrell, for himself, doth covenant with the said Orlando Thomas and Moses Grinnell, that the said account is just and true, and that he, the said Silas Morrell, hath not received or discharged, and that he will not receive or discharge any of the goods or debts mentioned in the said account, or do any act to hinder the said Orlando Thomas and Moses Grinnell, from receiving the same; but will permit the said Orlando Thomas and Moses Grinnell to recover and receive the same to their own use, without any account therefor to be rendered to the said Silas Morrell, and that the said Silas Morrell, upon request, will do any reasonable act which may be necessary or convenient to assist the said Orlando Thomas and Moses Grinnell, to recover and receive the same.

And the said Orlando Thomas and Moses Grinnell, for themselves do covenant, that they will, at all times hereafter, pay and satisfy all the creditors to whom the said Silas Morrell standeth chargeable or indebted, for and concerning all the affairs and dealings of the above-mentioned firm, and will at all times hereafter indemnify and save harmless the said Silas Morrell, his heirs, executors, and ad-

ministrators, from all the debts and liabilities, and each and every of them, of the said firm.

In witness whereof, etc.,

Signed, sealed, etc.,

DAVID BARNARD,

JOHN BUNYAN.

SILAS MORRELL, [SEAL.]

ORLANDO THOMAS, [SEAL.]

MOSES GRINNELL, [SEAL.]

Dissolution of Partnership.

WHEREAS, by agreement made the first day of January, A. D. 18—, Ambrose Dillaway and Clarence Singer, of Red Wing, County of Goodhue, and State of Minnesota, did enter into copartnership for the purpose of carrying on the business of merchandising in grain, for the term of three years:

And, whereas, the said Ambrose Dillaway wishing to discontinue and decline the said joint partnership so entered into, he, the said Ambrose Dillaway, hath proposed to his said partner, Clarence Singer, a dissolution, to which proposition the said Clarence Singer hath assented:

The parties, therefore, mutually consent and agree, by these presents, that the said partnership heretofore existing between them be this day dissolved, and it is accordingly dissolved.

And it is further stipulated and agreed mutually between them, that Clarence Singer do take the entire stock of grain, goods, and merchandise now on hand and belonging to the partnership, at a valuation to be set upon the same by three competent and disinterested persons appointed to value the same, each of the said parties appointing the one, and the two so appointed to appoint a third; and that he also have power to collect the debts now due to the partnership, and to receive all or any part of the same, in the name of the firm, by suits at law or otherwise. And that, finally, the said Clarence Singer do pay over to the said Ambrose Dillaway, or his legal representatives, the full share and profits which shall appear to be due to the said Ambrose Dillaway, in six months after the date hereof.

In witness whereof, etc.

Signed, sealed, ect.,

ELIAS HOLDEN,

NOAH PROCTOR.

AMBROSE DILLAWAY, [SEAL.]

CLARENCE SINGER, [SEAL.]

Same, by Endorsement.

WE, the undersigned, do mutually agree, that the partnership formed between us by the within articles, be and the same is hereby dissolved, except for the purpose of the final liquidation and settlement of the business thereof; and upon such settlement wholly to cease and determine.

In witness whereof, etc.

Signed, sealed, etc.,

ELIAS HOLDEN,

NOAH PROCTOR.

AMBROSE DILLAWAY, [SEAL.]

CLARENCE SINGER, [SEAL.]

Public Notice of Dissolution.

NOTICE is hereby given, that the partnership lately subsisting between Ambrose Dillaway and Clarence Singer, of Red Wing, County of Goodhue, and State of Minnesota, under the firm of "DILLAWAY & SINGER," was dissolved, by mutual consent, [or *as the case is,*] on the thirtieth day of April last [or, *expired on the thirtieth day of April last*]. All debts owing to the said partnership are to be received by the said Clarence Singer, and all demands on the said partnership are to be presented to him for payment; [or, "*either partner is allowed to use the name of the firm in liquidation of all debts due to and from the partnership.*"]

AMBROSE DILLAWAY.

CLARENCE SINGER.

Red Wing, May 1, 18—.

Public Notice of Dissolution, with Continuance.

NOTICE is hereby given, that the partnership between Johnson Long, Charles Harrison, and Wallace Fletcher was dissolved on the first day of April, A. D. 18—. All debts due to the said partnership are to be paid, and those due from the same discharged, at No. 234 Water street, in the City of Brooklyn, where the business will be continued by the said Charles Harrison and Wallace Fletcher, under the firm of "HARRISON & Co." [*changing to suit the circumstances of the case.*]

JOHNSON LONG,

CHARLES HARRISON,

WALLACE FLETCHER.

Brooklyn, April 5, 18—.



PATENTS.

A PATENT is a writing, given by the proper authority and duly authenticated, securing to a person for a term of years the exclusive right to an invention.

OLD HOUSE AT KINGSTON, NEW YORK, USED
FOR THE SESSIONS OF THE CONVENTION IN
1777, WHICH DRAFTED THE ORIGINAL
CONSTITUTION OF THE STATE.

FOR WHAT GRANTED.—Patents
are granted in the United States

to inventors or discoverers of any new and useful art, machine, manufacture, or composition of matter, and for new and useful improvements in or upon the same, not known or used before the applicant's invention or discovery thereof. Such patents continue for the term of fourteen years, and may be renewed for a further term of seven years, upon written application therefor to the Commissioner of Patents, at Washington. Such applications must be published in the principal newspapers at Washington, and such others as the Commissioner may direct. Parties objecting to such application may be heard relative thereto.

Patents are also granted for original designs for printing upon cotton, woolen, silk, and other fabrics; for designs for manufacturers; for designs in bas-relief, alto and bas-relievo; patterns, prints, pictures, paintings, impressions, casts, ornaments, compositions, busts, statues, shapes, and configurations of every kind; provided, in each case, they have not been before known or used by others. Such patents are granted for seven years.

TO WHOM GRANTED.—Any person, whether a citizen or an alien, may obtain a patent. The assignee of the entire interest in any invention may have the patent issued directly to himself. If the inventor die, pending the application, the patent is issued to his legal representative. Joint inventors are entitled to joint patents; but neither can claim one separately.

WHAT WILL PREVENT GRANTING.—If an applicant has in good faith actually made an invention, no patent for the same will be granted, if the whole or any part of what he claims as new has been before patented, or described in any printed publication in this or any foreign country; or, if it had been before invented or discovered in this country; or if he has once abandoned such invention to the public; or if, with his consent and allowance, it has been for more than two years in public use, or on sale. The invention, to be entitled to a patent, must have been reduced to a practical form, either by the construction of the article mentioned itself, or by a model of it, or at least by making a full drawing thereof, or in some other manner so descriptive of its nature and character, that a mechanic would be enabled therefrom to construct a model of the invention.

MODE OF PROCEEDING.—The application must be made by the actual inventor, if alive, (even though the patent is to issue to the assignee); if he be dead, by his executor or administrator.

SPECIFICATION.—The applicant must set forth in his specification the precise invention for which he claims a patent; if claimed as a mere improvement upon another invention, that fact should be explicitly stated; and if claimed to differ substantially from another invention with which it apparently coincides, such difference must be distinctly pointed out. Two or more separate machines are not

allowed to be the subject of one patent. The specification must be signed by the inventor (or, in the event of his decease, by his executor or administrator,) describing the sections of the drawing, (if there be any,) and referring by letters and figures to the different parts, the same to be attested by two witnesses, and supported by the inventor's (or his legal representative's) oath or affirmation, which may be administered by any person authorized therefor by law; or, if in a foreign country, by any minister plenipotentiary, chargé-d'affaires, consul, or commercial agent of the United States, or any notary public of the country, attested in each case by the proper seal. When the invention is of a composition of matter, a specimen of the ingredients and of the composition must accompany the application, with the name of the inventor and assignee (if there be one) permanently affixed thereto.

No application can be examined, nor placed upon file for examination, until the fee is paid, the model or specimen deposited, and the specification, with the petition, oath, and drawings, (if any,) filed. The Collectors of the following ports are agents for the purpose of receiving and forwarding models, specimens, and manufactures: Baltimore, Boston, Buffalo, Burlington, Cleveland, Detroit, Hartford, New York, New Orleans, Philadelphia, Portland, Portsmouth, Providence, Richmond and Savannah; also the Surveyors at Chicago, Cincinnati, Louisville, and St. Louis.

Where any substantial change is made in the specification, by describing or representing a new invention, not included as a portion of that originally described, a second affidavit must be made to such amended specification, and the signature of witnesses furnished anew.

WITHDRAWALS.—If upon the rejection of any application, the claim is withdrawn, such withdrawal must be communicated to the Commissioners, accompanied with a receipt for two-thirds of the fees paid, which will thereupon be returned.

APPEALS.—After a case has been once rejected, the applicant may have a second examination by renewing his oath, and amending (if desired) his specification; after which renewed examination, no withdrawal is allowed. After a second rejection, the claim may be brought before the Commissioner in person; and if still dissatisfied, the applicant may appeal to one of the Judges of the Circuit Court of the District of Columbia. The mode of appeal is by notifying the Commissioner thereof, filing in the Patent Office within the time assigned by the Commissioner the reasons therefor, and paying the sum of twenty-five dollars.

INTERFERENCES.—When several persons are claimants as first inventors, an “interference” is declared, and a trial had before the Commissioner. The fact, that one of the parties already has a patent for the invention, will not prevent such interference; for the results of the trial may be such as to necessitate the grant of a new patent therefor, thus placing the parties on an equal footing before the courts and the public.

REISSUES.—A reissue is granted to the original patentee, his heirs or assigns, when the patent is invalid, by reason of a defective or insufficient specification; provided the error has arisen from inadvertency, accident, or mistake, without any fraudulent or deceptive intention. A modification of a patent so as to include an additional improvement, is allowed to the original patentee only, embracing no other improvement than one made by him subsequent to the issuing of the patent. A modified or reissued patent expires at the same time that the original patent would have expired.

DISCLAIMERS.—Wherever, through inadvertence, accident, or mistake, the original patent is too broad, a disclaimer may be filed by the original patentee, or any of his assignees.

EXTENSIONS.—A patent will not be extended, unless the invention was new and patentable when originally patented, or unless the patentee has, without fault or neglect upon his part, failed to obtain, from the use or sale of his invention, a reasonable remuneration for his time, ingenuity and expense. Persons opposed to any extension may have a hearing relative to the same, by complying with the regulations in that behalf provided by the Patent Office.

DESIGNS.—No alien can obtain a patent for a design, unless he has resided one year within the United States, and declared, under oath, his intention to become a citizen thereof.

FOREIGN PATENTS.—When a patent is applied for here after being obtained in a foreign country, such patent here extends only fourteen years from the date of the foreign patent.

PATENTS OF ALIENS.—If an alien neglects to expose his invention to public sale within eighteen months from the granting of the same, and to continue its sale upon reasonable terms, his patent will cease to protect him.

CAVEATS.—Any citizen, or an alien, who for one year immediately preceding, has resided within the United States, and has declared, under oath, his intention of becoming a citizen thereof, can file a caveat as to any particular invention in the secret archives of the Patent Office, if the same be accompanied with the oath of the party as to his citizenship, or intention toward the same, as above mentioned, and that he believes himself the original inventor of the art, machine, or improvement set forth in his caveat. Such caveat need not be as precise in its description as is required in a specification; but sufficiently so to enable the Office to judge whether any subsequent application is an interference therewith. If, at any

time within one year after the filing of such caveat, another person applies for a patent for the same invention, the party filing the caveat is entitled to notice to complete his specification, and go into interference with the applicant for the purpose of establishing the priority of his invention.

PENALTIES.—If patentees or their assignees do not affix the date of their patent upon each article sold or offered for sale, they are liable to a penalty of one hundred dollars. The same penalty is attached to the stamping or affixing of the name of any patentee upon any article without authority so to do, or the affixing of the word "patent," or "letters patent," or the stamp, mark, or device of any patentee, on any unpatented article.

REPAYMENT OF MONEY.—Money paid by actual mistake will be refunded; but a mere change of purpose after the payment of money does not enable the applicant to obtain his money and withdraw his papers.

ASSIGNMENTS.—An inventor may assign his entire right before a patent is obtained, so that the assignee can take out a patent in his own name; but the assignment must first be recorded, and the specification sworn to by the inventor. In the case of an assignment by a foreigner, the same fee will be required as if the patent was issued to the inventor. After the obtaining of a patent, the patentee may assign the right to make or use the thing patented in any specified portion of the United States; but no such assignment, made before the obtaining of the patent, will enable the assignee to take out a patent in his own name. Every assignment should be recorded in the Patent Office within three months after its date: but, if recorded after that time, it will protect the assignee against any purchaser after the recording of such assignment.

OFFICE FEES.—The fees are required to be paid in advance, and may be sent by mail, at the risk of the applicant. They must be in specie, bank-notes or checks not being received. The following officers are authorized to receive fees and give certificates of deposit therefor:—The Collectors of Baltimore, Buffalo Creek, Mobile, Norfolk, Richmond, San Francisco, Savannah, and Wilmington; the United States Assistant Treasurers at Boston, New York and St. Louis; the Treasurers of the Mint at New Orleans and Philadelphia; the Surveyors at Cincinnati, Nashville and Pittsburg; the Receivers of Public Moneys at Chicago, Detroit, Jeffersonville (Indiana) and Little Rock (Arkansas); and the Depository at Tallahassee (Florida).

Table of Fees.

On every application for a design,	\$15.00
every caveat,	20.00
every application for a patent made by a citizen, or a foreigner, resident here for one year, and declarant under oath of his intention to become a citizen,	30.00
every application by a subject of Great Britain,	500.00
“ “ by any other foreigner,	300.00
every filing of a disclaimer,	10.00
every application for adding a new improvement,	15.00
“ “ for a reissue,	15.00
every additional patent granted on a reissue,	30.00
every application for an extension,	40.00
every appeal,	25.00
every copy of a patent, or other instrument, per 100 words,10
every copy of drawings, The cost of having it made.	
recording every assignment of 300 words, or under,	1.00
“ “ “ of over 300 and not over one thousand words,	2.00
recording every assignment of over 1000 words,	3.00

All Acts of Congress relative to patents are printed in pamphlet form, and will be sent to any one requesting the same.

Petition for a Patent.

TO THE COMMISSIONER OF PATENTS:

The petition of Arnold R. Robbins, of Westerly, County of Washington, and State of Rhode Island, respectfully represents: That your petitioner has invented a new and improved mode of securing buildings and ships from fire, which he truly believes has not been known or used prior to the invention thereof by your petitioner. He therefore prays, that letters patent of the United States may be granted to him therefor, vesting in him and his legal representatives the exclusive right to the same, upon the terms and conditions expressed in the Act of Congress in that case made and provided; he having paid thirty dollars into the Treasury, and complied with the other provisions of the said Act.

ARNOLD R. ROBBINS.

Specification.

TO ALL WHOM IT MAY CONCERN:

Be it known, that I, Arnold R. Robbins, of Westerly, in the County of Washington, and State of Rhode Island, have invented a new and improved mode of securing buildings and ships from fire; and I do hereby declare that the following is a full and exact description thereof:

The nature of my invention consists in the application of plates of metal and wire, varnished or unvarnished, to the several parts of buildings and ships, so as to prevent the access of fire and the current of air, securing the several joints by doubling, unlapping, soldering, rivetting, or in any other manner closing them up, nailing, screwing, sewing, or in any other manner fastening the said plates of metal into and about the several parts of the buildings and ships, as the case may require.

The drawings hereunto annexed exhibit several modes of applying the said plates of metal and wire, which may be adopted in conformity to the foregoing plan and principles.

What I claim, therefore, as my invention, and desire to secure by letters patent, is the application to the several parts of buildings and ships, of plates of metal and wire, varnished or unvarnished, and so securing them thereto as to prevent the access of fire and the current of air, adopting therefor either of the modes indicated

in the accompanying drawings, or any other substantially the same, and which will produce the intended effect.

Witnesses :

ARNOLD R. ROBBINS.

HANNIBAL SPRAGUE,

AUGUSTUS HART.

[If the application be for a machine, the specification should commence thus:]

BE it known, that I, Arnold R. Robbins, of Westerly, &c., have invented a new and useful machine for *[stating the use and title of the machine; and if the application is for an improvement, it should read thus: a new and useful improvement on a, (or, on the,) machine, etc.,]* and I do hereby declare that the following is a full, clear, and exact description of the construction and operation of the same; reference being had to the annexed drawings, making a part of this specification, in which Figure 1 is a perspective view; Figure 2, a longitudinal elevation; Figure 3, a transverse section, etc., *[thus describing all the sections of the drawings and referring to the parts by letters. Then follows the description of the construction and operation of the machine; and lastly the claim, which should express the nature and character of the invention, and identify the parts claimed, separately or in combination. If the specification is for an improvement, the original invention thereof should be disclaimed, and the claim confined to the improvement.]*

Oath.

STATE OF RHODE ISLAND, WASHINGTON COUNTY, ss:

On this first day of April, A. D. 18—, before me, the subscriber, a Justice of the Peace within and for the said county, personally appeared the within-named Arnold R. Robbins, and made solemn oath (or affirmation) that he verily believes himself to be the original and first inventor of the mode herein described for securing buildings and ships against fire: and that he does not know or believe the same was ever before known or used; and that he is a citizen of the United States.

WILLIAM E. MASON, *Justice of the Peace.*

Oath for an Alien.

STATE OF RHODE ISLAND, WASHINGTON COUNTY, ss :

On this first day of April, A. D. 18—, before me, the subscriber, a Justice of the Peace within and for the said county, personally appeared the within-named Arnold R. Robbins, and made solemn oath (or *affirmation*) that he verily believes himself to be the original and first inventor of the mode herein described for securing buildings and ships against fire ; and that he does not know or believe the same was ever before known or used ; and that he is a native of the kingdom of Prussia ; that he has resided within the United States for the whole of the past year, and has taken the oath prescribed by law for becoming naturalized in this country.

WILLIAM E. MASON, *Justice of the Peace*.

Withdrawal.

TO THE COMMISSIONER OF PATENTS :

SIR:—I hereby withdraw my application for a patent for a mode of securing buildings and ships against fire, now in your office, and request that twenty dollars may be returned to me, agreeably to the Act of Congress authorizing such withdrawal.

Westerly, R. I., April 27, 18—.

ARNOLD R. ROBBINS.

Received of the Treasurer of the United States, per Edmund Burke, Commissioner of Patents, twenty dollars, being the amount refunded on withdrawing my application for a patent for a mode of securing buildings and ships against fire.

Westerly, R. I., April 27, 18—.

ARNOLD R. ROBBINS.

Surrender for Reissue.

TO THE COMMISSIONER OF PATENTS :

The petition of Arnold R. Robbins, of Westerly, in the County of Washington, and State of Rhode Island, respectfully represents : That he did obtain letters patent of the United States, for a mode of securing buildings and ships against fire, which letters patent are dated on the first day of July, A. D. 18— ; that he now believes that the same is inoperative and invalid by reason of a defective specification, which defect has arisen from inadvertence and mis-

take. He therefore prays that he may be allowed to surrender the same, and requests that new letters patent may issue to him for the same invention, for the residue of the period for which the original patent was granted, under the amended specification herewith presented, he having paid fifteen dollars into the Treasury of the United States, agreeably to the requirements of the Act of Congress in that case made and provided. ARNOLD R. ROBBINS.

Oath.

STATE OF RHODE ISLAND, WASHINGTON COUNTY, ss :

On this first day of September, A. D. 18—, before the subscriber, a Justice of the Peace within and for the said county, personally appeared the above-named Arnold R. Robbins, and made solemn oath (or *affirmation*) that he verily believes that by reason of an insufficient or defective specification, his aforesaid patent is not fully valid and available to him; and that the said error has arisen from inadvertence, accident, or mistake, and without any fraudulent or deceptive intention, to the best of his knowledge or belief.

WILLIAM E. MASON, *Justice of the Peace*.

Addition of New Improvements.

TO THE COMMISSIONER OF PATENTS :

The petition of Arnold R. Robbins, of the County of Washington, and State of Rhode Island, respectfully represents: That your petitioner did obtain letters patent of the United States for a mode of securing buildings and ships against fire, which letters patent are dated on the first day of July, A. D. 18—; that he has since that date made certain improvements on this said invention; and that he is desirous of adding the subjoined description of his said improvements to his original letters patent, agreeably to the provisions of the Act of Congress in that case made and provided, he having paid fifteen dollars into the Treasury of the United States, and otherwise complied with the requirements of the said Act.

ARNOLD R. ROBBINS.

[A specification and claim should follow here, substantially as in case of an original application, together with an oath, in which the

fact of citizenship need not be sworn to, but instead thereof the following: "And that said improvement was made by him subsequent to the date of his aforesaid patent."]

Disclaimer.

TO THE COMMISSIONER OF PATENTS :

The petition of Arnold R. Robbins, of Westerly, in the County of Washington and State of Rhode Island, respectfully represents: That your petitioner did obtain letters patent of the United States, for a mode of securing buildings and ships against fire, which letters patent are dated the first day of July, A. D. 18—; [*if the petitioner is the assignee, vary as follows*: "That your petitioner has, by assignment duly recorded in the patent office, become the owner of a right for the several States of (*specifying them*,) to a mode of securing buildings and ships against fire, for which letters patent of the United States were granted to (*naming the original patentee*,) of, etc., dated, etc.,] that he has reason to believe that, through inadvertence and mistake, the claim made in the specification of said letters patent is too broad, including that of which your petitioner (or *the said patentee*) was not the first inventor. Your petitioner, therefore, hereby enters his disclaimer to that part of the claim in the aforementioned specification, which is in the following words, to wit: [*inserting that part which is disclaimed in the words of the original*]; which disclaimer is to operate to the extent of the interest in said letters patent vested in your petitioner, who has paid ten dollars into the Treasury of the United States, agreeably to the requirements of the Act of Congress in that case made and provided.

ARNOLD R. ROBBINS.

Application for a Patent for a Design.

TO THE COMMISSIONER OF PATENTS :

The petition of Arnold R. Robbins, of Westerly, in the County of Washington, and State of Rhode Island, respectfully represents: That your petitioner has invented or produced a new and original design for a composition in alto-relievo, which he verily believes has not been known prior to the production thereof by your petitioner. He therefore prays that letters patent of the United States may be granted to him therefor, vesting in him and his legal representatives

the exclusive right to the same, upon the terms and conditions expressed in the Act of Congress in that case made and provided, he having paid fifteen dollars into the Treasury, and complied with the other provisions of the said Act. ARNOLD R. ROBBINS.

Specification.

TO ALL WHOM IT MAY CONCERN :

Be it known, that I, Arnold R. Robbins, of Westerly, in the County of Washington, and State of Rhode Island, have invented or produced a new and original design for a composition in alto-relievo, and I do hereby declare that the following is a full and exact description of the same :

[*Here insert a description of the design*, with reference to the specimen or drawing; the specification concluding with a declaration of what the inventor claims, in terms characteristic of the design, etc. After the signature, an oath should be appended as in the first form.] ARNOLD R. ROBBINS.

Witnesses : HENRY V. EMMETT,
JONATHAN FROST.

Amendment.

WHEN amendments are required, no erasure must be made in the papers, but the amendments are to be made in harmony with the context, as thus :—

“I hereby amend my specification by inserting the following words, after the word — in the — line of the — page thereof,” [*naming the words, which are to be inserted* .]; or, “I hereby amend my specification by striking out the — line of the — page thereof,” or, “by striking out the first and fourth claims appended thereto;” or, whatever may be the amendment desired.

Caveat.

TO THE COMMISSIONER OF PATENTS :

The petition of Arnold R. Robbins, of, etc., respectfully represents: That he has made certain improvements in the mode of securing buildings and ships against fire, and that he is now engaged in making experiments for the purpose of perfecting the same, prepa-

ratory to his applying for letters patent therefor. He therefore prays that the subjoined description of his invention may be filed as a caveat in the confidential archives of the Patent Office, agreeably to the provision of the Act of Congress in that case made and provided; he having paid twenty dollars into the Treasury of the United States, and otherwise complied with the requirements of the said Act.

ARNOLD R. ROBBINS.

Westerly, July 17, 18—.

[A description of the several principles of the invention, so far as it has been completed, should be here annexed.]

Assignment of an Entire Interest in a Patent.

WHEREAS I, Arnold R. Robbins, of Westerly, in the County of Washington, and State of Rhode Island, have invented a certain new and useful mode of securing buildings and ships against fire, for which I am about to make application for letters patent of the United States; and whereas R. B. Fitts, of Nashua, County of Hillsborough, and State of New Hampshire, has agreed to purchase from me all the right, title, and interest which I have, or may have, in and to the said invention in consequence of the grant of letters patent therefor, and has paid to me, the said Robbins, the sum of fifty thousand dollars, the receipt of which is hereby acknowledged: Now, this indenture witnesseth, that for and in consideration of the said sum to me paid, I have assigned and transferred, and do hereby assign and transfer, unto the said R. B. Fitts, the full and exclusive right to the invention made by me, as fully set forth and described in the specification which I have here prepared and executed preparatory to the obtaining of letters patent therefor. And I do hereby authorize and request the Commissioner of Patents to issue the said letters patent to the said R. B. Fitts, as the assignee of my whole right and title thereto, for the sole use and behoof of the said R. B. Fitts, and his legal representatives.

In witness whereof, etc.

ARNOLD R. ROBBINS, [SEAL.]

Sealed and delivered }
in presence of }

GEORGE T. STUCKERT,

GEORGE R. ALLEN.

Assignment of a Partial Patent Right.

WHEREAS I, Arnold R. Robbins, of, etc., did obtain letters patent of the United States for a mode of securing buildings and ships against fire, which letters patent bear date the first day of July, A. D. 18—; and whereas R. B. Fitts, of, etc., is desirous of acquiring an interest therein. Now, this indenture witnesseth, that, for and in consideration of the sum of five thousand dollars to me in hand paid, the receipt of which is hereby acknowledged, I have assigned, sold, and set over, and do hereby assign, sell, and set over unto the said R. B. Fitts, all the right, title, and interest which I have in the said invention, as secured to me by said letters patent, for, to, and in the several States of Maine, New Hampshire, and Massachusetts, and in no other place or places; the same to be held and enjoyed by the said R. B. Fitts, for his own use and behoof, and for the use and behoof of his legal representatives, to the full end of the term for which said letters patent are or may be granted, as fully and entirely as the same would have been held and enjoyed by me, had this assignment and sale not been made.

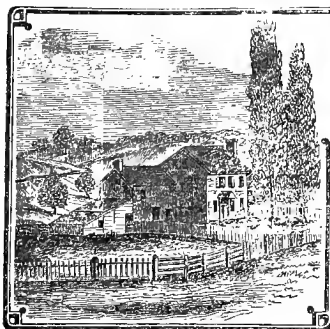
In witnesss whereof, etc.

Sealed and delivered }
in the presence of }

ARNOLD R. ROBBINS, [SEAL.]

CHARLES H. THOMPSON,

EMILUS W. BABCOCK.



WASHINGTON'S HEAD-QUARTERS AT VALLEY
FORGE, IN THE WINTER OF 1777-'8.

PENSIONS.

A PENSION is an annual allowance of a sum of money to a person by government, in consideration of past military services.

To obtain payment of a pension, the person entitled thereto, called the pensioner, must establish his identity before a magistrate, whose certificate must be accompanied by that of the Clerk of the Town, City, or County in which such pensioner resides. Any increase of the pension must also be noted by the magistrate in such certificate. In case of a neglect to claim a pension for twelve months or more, additional proof of identity is required.

When application is made through an attorney, a power of attorney only, acknowledged and dated upon, or subsequent to, the day on which the pension became due, and within ninety days of the time of application for payment, must be deposited with the United States Pension Agent, accompanied by the personal affidavit of the attorney, that such instrument was not given to him by reason of any sale, transfer, or mortgage of such pension.

In all cases of payment upon a power of attorney, the magistrate before whom the power is executed, is required to file with the Pension Agent a certificate of a clerk of some court of record, under the seal of such court, that he is legally authorized to act as

such magistrate; together with a paper bearing his own proper signature, certified to be such by a clerk of some court of record.

Upon the death of a pensioner, all arrearages then due are payable, in the first place, to his widow, if there be one; if none, then to the surviving children, or their guardians; if no widow or child survive, then to such pensioner's legal representatives; either of whom can draw the same by attorney, upon proof in each case of identity. Upon the payment of such arrearages, the original certificate of the pension is to be surrendered.

Oath of Pensioner.

STATE OF NEW JERSEY, HUNTERDON COUNTY, ss:

Be it known, that before me, Tunis Bergen, a Justice of the Peace within and for the county aforesaid, duly authorized by law to administer oaths, personally appeared John Rainey, and made oath, (or, *solemnly affirmed*,) in due form of law, that he is the identical person named in an original certificate in his possession, of which I certify the following to be a true copy; [*inserting a copy of the certificate of pension*]; that he now resides in Flemington, in said county, and has resided there for the space of fifty years, last past, and that previous thereto he resided in Paterson, Passaic County, in said State, and that he has not been employed or paid in the Army, Navy, or Marine Service of the United States, from the first day of June, A. D. 18—, to the fifteenth day of April, A. D. 18—.

JOHN RAINEY.

Sworn to (or *affirmed*) and subscribed, this sixteenth day of April, A. D. 18—, before me. TUNIS BERGEN, *Justice of the Peace*.

Certificate of Magistrate.

STATE OF NEW JERSEY, HUNTERDON COUNTY, ss:

I, Tunis Bergen, a magistrate in the county above-named, do hereby certify that I have the most satisfactory evidence, to wit, from my own personal knowledge [*if from the affidavit of respectable parties*, so state, giving their names;] that John Rainey, who has this day appeared before me to take the oath (or *affirmation*)

of identity, is the identical person named in the pension certificate which he has exhibited before me, numbered 3419, and bearing date at the War Office, the sixth day of December, A. D. 18—, and signed by Jefferson Davis, Secretary of War.

Given under my hand this fourteenth day of May, A. D. 18—.

TUNIS BERGEN, *Justice of the Peace.*

Certificate of Clerk.

STATE OF NEW JERSEY, HUNTERDON COUNTY, ss :

I, Alonzo E. Graves, Clerk of the Circuit Court of the Third Judicial District, of the State aforesaid, do hereby certify that Tunis Bergen, is a Justice of the Peace in and for said county, duly commissioned and qualified ; that his commission was dated on the tenth day of May, A. D. 18—, and will expire on the ninth day of May, A. D. 18— ; and that his signature above written is genuine.

Given under my hand and the seal of the said Court, this [L. S.] fifteenth day of May, A. D. 18—.

ALONZO E. GRAVES, *Clerk.*

Power of Attorney.

KNOW ALL MEN BY THESE PRESENTS, that I, John Rainey, of Flemington, Hunterdon County, and State of New Jersey, an invalid (or *revolutionary*) pensioner of the United States, do hereby constitute and appoint Thomas Darling my true and lawful attorney, for me and in my name to receive from the agent of the United States for paying pensions in Trenton, State aforesaid, any pension from the first day of June, A. D. 18—, to the fifteenth day of April, A. D. 18—. Witness my hand and seal, this first day of July, A. D. 18—.

JOHN RAINEY, [SEAL.]

Sealed and delivered }
 in presence of }
 EPHRAIM BURT,
 HAMILTON DALY.

STATE OF NEW JERSEY, HUNTERDON COUNTY, ss :

Be it known that on the first day of July, A. D. 18—, before the subscriber, a Justice of the Peace within and for said county, duly

authorized by law to administer oaths, personally appeared John Rainey above-named, and acknowledged the foregoing power of attorney to be his act and deed. In testimony whereof, etc.,

TUNIS BERGEN, *Justice of the Peace.*

Oath of the Attorney.

STATE OF, ETC., ss :

Be it known, etc., (*as in the above,*) personally appeared Thomas Darling, the attorney named in the foregoing power of attorney, and made oath (or *solemn affirmation*) that he has no interest whatever in the money he is authorized to receive, by virtue of the following power of attorney, either by any pledge, mortgage, sale, assignment, or transfer; and that he does not know or believe that the same has been so disposed of to any person whatever.

THOMAS DARLING.

Sworn (or *affirmed*) etc., [*as in Oath of Pensioner*].

Oath of Guardian of Pensioner.

STATE OF, ETC., ss :

Be it known, etc., [*as above,*] personally appeared Moses Hitner, guardian of John Rainey, and made oath [or *solemn affirmation*] in due form of law, that the said John Rainey is still living, and is the identical person named in the original certificate in his possession, of which I hereby certify the following to be a true copy: [*inserting a full copy of the same*]; that he resides in Flemington, in said county, and has resided there for the space of fifty years past, and that previously thereto he resided in Patterson, Passaic County, in the said State.

MOSES HITNER, *Guardian.*

Sworn (or *affirmed*, etc.), [*as in Oath of Pensioner*].

Oath of a Widow of a Pensioner.

STATE OF, ETC., ss :

Be it known, etc., [*as above,*] personally appeared Sarah Rainey, and made oath [or *solemn affirmation*], in due form of law, that she is the identical person named in an original certificate in her possession, of which I hereby certify the following to be a true copy: [*inserting the same.*] That she has not intermarried, but

continues the widow of the above-named John Rainey; and that she now resides in Flemington, in said county, and has resided there for the space of thirty years past; and that previously she resided in Trenton, in Mercer County, in said State; of the truth of which statement I am fully satisfied. SARAH RAINEY.

Sworn [or *affirmed*,] etc., [*as in Oath of Pensioner*].

Oath of Identity for Widow or Child of a Deceased Pensioner.

STATE OF, ETC., SS:

Be it known, etc., [*as above*,] personally appeared Sarah Rainey, and made oath [or *solemn affirmation*] in due form of law, that she [or *he*] is the widow [or *son*, or *daughter*] of John Rainey, the identical person who was a pensioner, and is now dead, and to whom a certificate of pension was issued, which is herewith surrendered.

That the deceased person resided in Flemington, in said county, for the space of fifty years before his death; and that previously thereto he resided in Patterson, Passaic County, in the said State.

SARAH RAINEY.

Sworn [or *affirmed*] etc., [*as in Oath of Pensioner*].

Power of Attorney for Above.

KNOW ALL MEN BY THESE PRESENTS, that I, Sarah Rainey, of Flemington, in the County of Hunterdon, and State of New Jersey, widow [or *child*] of John Rainey, who was an invalid [or *revolutionary*] pensioner of the United States, do hereby constitute and appoint Thomas Darling, my true and lawful attorney for me and in my name to receive from the agent of the United States for paying pensions in Trenton, in said State, the balance of said pension, from fifteenth day of April, A. D. 18—, to the first day of September, A. D. 18—, being the day of his death.

Witness, etc., [*as in previous power of attorney and acknowledgment*].

Certificate of Court as to Pensioner's Death.

STATE OF, ETC., SS.

I, Alonzo E. Evans, Clerk of the Circuit Court of the Third Judicial District of the State aforesaid, do hereby certify, that satisfactory evidence has been exhibited to said Court, that John Rainey

was a pensioner of the United States at the rate of one hundred and fifty dollars per year; that he was a resident of the county aforesaid, and that he died on the first day of September, A. D. 18—, at Flemington, in said county; that he left a widow [or, *left no widow*; or, *left a child*; or, *left children*.] whose name is [or, *whose names are*] Sarah Rainey [or, *as the case is*]. [*In case the certificate has been lost, proceed thus:—*And that the pension certificate of said pensioner has been lost, and, after due search and inquiry therefor, it cannot be found.] In witness whereof, etc.

ALONZO E. EVANS, *Clerk*.

Oath where Pension Certificate is illegally withheld.

STATE OF, ETC., ss.

BE it known, etc., [*as previously*] personally appeared John Rainey, and made oath [or, *solemn affirmation*.] in due form of law, that he is the identical John Rainey, named in an original pension certificate, now illegally withheld by [*stating the facts connected with the detention*]; that he is entitled to a pension of twelve dollars and fifty cents per month; that he now resides in Flemington, in said county, and has resided there for the space of forty years past; and that previously thereto he resided in Patterson, County of Passaic, in said State.

JOHN RAINEY.

Sworn [or *affirmed*], etc., [*as in Oath of Pensioner*.]

Certificate of Magistrate and Clerk accompanying above.

STATE OF, ETC., ss.

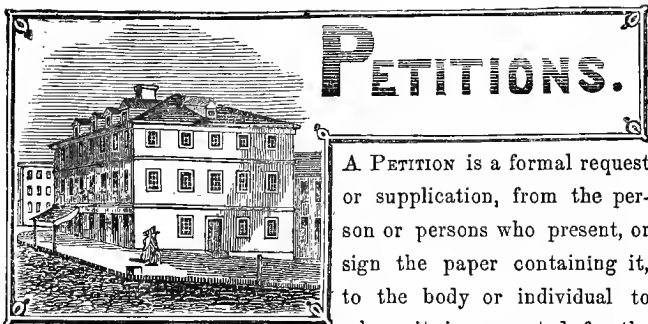
Conformably to the regulations of the War Department, I, Tunis Bergen, a magistrate in the county above-named, do hereby certify, that I have the most satisfactory evidence, to wit: [*stating the nature of the evidence*.] that John Rainey, who this day appeared before me to take the oath [or, *make solemn affirmation*.] of identity, is the identical pensioner he declares himself to be in the annexed affidavit, and I am also satisfied that the statement made by him in relation to the pension certificate is true.

Given under my hand, etc.,

TUNIS BERGEN.

I, Alonzo E. Evans, Clerk of the Circuit Court of the Third Judicial District of the State aforesaid, certify that Tunis Bergen is a magistrate, as above, and that the foregoing certificate, purporting to be his, is genuine.

[L. S.] In testimony whereof, etc. ALONZO E. EVANS, *Clerk*.



THE BRICK BUILDING IN BALTIMORE USED FOR
THE SESSIONS OF CONGRESS IN 1776.

A PETITION is a formal request or supplication, from the person or persons who present, or sign the paper containing it, to the body or individual to whom it is presented, for the redress of some wrong, or the grant of some favor. The paper containing such request or supplication is also called a petition.

The right "to petition the Government for a redress of grievances" is secured by Article I. of Amendments to the Constitution of the United States.

It is a general rule, in the case of petitions presented to Courts, that an affidavit should accompany, that the statements therein made, so far as known to the petitioner, are true, and that those facts, by him stated as within his knowledge from others, he believes to be true.

Various forms of petitions are given under their appropriate heads in this volume; those only being inserted here which do not properly belong under any other head.

Petition to the Congress of the United States.

To the Honorable the Senate and House of Representatives of the United States in Congress assembled.

The petition of the subscribers, citizens of ———, in the State of ———, respectfully sheweth: [*stating the subject of the petition*]. And your petitioners will ever pray, etc.

To the Legislature of a State.

To the Honorable the Senate and House of Representatives of the Commonwealth of [or, *State of*] ———, in General Assembly met [or *in General Court assembled*; or, *in Legislature convened*].

The petition of the subscribers, citizens of ———, in the County of ———, respectfully sheweth: [*stating the subject of the petition*].

And your petitioners will ever pray, etc.

To the Executive of a State.

To his Excellency, Andrew B. Moore, Governor of the State of [or *Commonwealth of*] Alabama.

The petition of, etc., [*as in foregoing*].

Petition for a Tavern License.

To the Honorable the Judges of the Court of Quarter Sessions of the Peace [or *other proper tribunal*] for the County of Berks.

The petition of Franz Hillegass respectfully sheweth: That your petitioner occupies a commodious house, situate upon Main street, in the city of Reading, in said County, known as No. 124 [or *in the town of* ——— *on the road leading from* ——— *to* ———,] which is well calculated for a public house of entertainment, and, from its neighborhood and situation, is suitable as well as necessary for the accommodation of the public, and the entertainment of strangers and travelers. He therefore respectfully prays the court (or, *as the case is*), to grant him a license to keep an inn, or public house of entertainment, at the place herein named. And your petitioner will ever pray, etc.

FRANZ HILLEGASS.

Reading, April 16, 18—.

Certificate of Citizens, to accompany Above.

WE, the undersigned, citizens of the city of Reading aforesaid, being personally acquainted with Franz Hillegass, the above-named

petitioner, and also having a knowledge of the house for which a license is prayed, do hereby certify that such house is necessary to the accommodation of the public and the entertainment of strangers and travelers; that he is a person of good repute for honesty and temperance; and that he is well provided with house-room and conveniences for the lodging and accommodation of strangers and travelers. We therefore beg leave to recommend that a license be granted to him, agreeably to his petition.

Petition for a Pedler's License.

To the Honorable the Judges of, etc., [*naming the proper authority*].

The petition of Eliphalet Hill, of Andalusia, in said County, respectfully sheweth: That he is a citizen of the United States of America, and by reason of bodily infirmity is incapable of procuring a livelihood by labor; that being desirous of traveling as a hawker and pedler with two horses and a wagon or other vehicle, he has this day paid into the hands of Amos Richmond, Esq., Treasurer of said County, the sum of fifty dollars. He therefore prays your Honors (or *as the case is,*) to grant him a license to travel as a hawker and pedler for one year, with two horses and a wagon or other vehicle. And he will ever pray, etc.

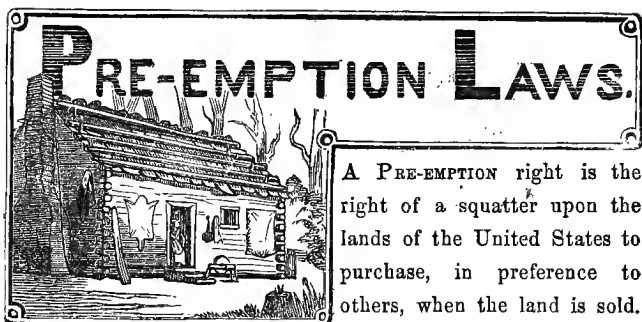
ELIPHALET HILL.

Petition for Appointment of Appraisers of Assigned Property.

To the Honorable the Judges of, etc., [*naming the proper authority*].

The petition of Thomas R. Waugh, late of Plymouth, in the County of Montgomery, respectfully represents: That on the thirtieth day of May, A. D. 18—, Nalbro White, of said Plymouth, and Harriet, his wife, executed a deed of assignment of all their property, real, personal and mixed, to your petitioner, in trust and for the benefit of the creditors of the said Nalbro White, as in the said deed is more particularly set forth. Your petitioner therefore prays your Honors [*or as the case is,*] to appoint two or more disinterested and competent persons to appraise the estate and effects so as aforesaid assigned to him, as is required by the Act of Assembly in such case made and provided. And he will ever pray, etc.

THOMAS R. WAUGH.



LIFE IN A NEW COUNTRY.

A PRE-EMPTION right is the right of a squatter upon the lands of the United States to purchase, in preference to others, when the land is sold.

Such right is granted to the following persons:—Any citizen of the United States; any person who has filed his declaration of intention to become a citizen; any head of a family; any widow; any single woman of the age of twenty-one years or over; and any person who has made a settlement, erected a dwelling-house upon, and is an inhabitant of the tract sought to be entered—*provided* such settlement was made since June 1, 1840, and previously to the time of application for the land, which land must, at the date of the settlement, have had the Indian title extinguished, and been surveyed by the United States.

A person bringing himself within the above requirements by proof satisfactory to the Register and Receiver of the land district in which the land may lie, taken pursuant to the rules hereafter prescribed, will, after having taken the affidavit required by the Act, be entitled to enter, by legal subdivisions, any number of acres, not exceeding one hundred and sixty, or a quarter-section, to include his residence; and he may avail himself of the same at any time prior to the day of the commencement of the public sale, including said tract, where the land has not yet been proclaimed.

Where the land was subject to private entry, June 1, 1840, and a settlement shall thereafter be made upon such land, or where the land shall become hereafter subject to private entry, and after that period a settlement shall be made, which the settler is desirous of securing, notice of such intention must be given within thirty days after such settlement; and, in all such cases, the proof, affidavit, and payment must be made within twelve months after such settlement.

The tracts liable to entry are embraced under the following designations: *first*, A regular quarter-section, notwithstanding the quantity may vary a few acres from one hundred and sixty; or a quarter-section, which, though fractional in quantity by the passage of a navigable stream through the same, is still bounded by regular sectional and quarter-sectional lines; *second*, a fractional section, containing not over one hundred and sixty acres, or any tract being a detached or anomalous survey made pursuant to law, and not exceeding such quantity; *third*, two adjoining half-quarter-sections (in all cases to be separated by a north and south line, except on the north side of township, where the surveys are so made as to throw the excess or deficiency on the north and west sides of the township,) of the regular quarters mentioned in the first designation; *fourth*, two half-quarter or eighty-acre sub-divisions of a fractional or broken section, adjoining each other, the aggregate quantity not exceeding one hundred and sixty acres; *fifth*, a regular half-quarter and an adjoining fractional section, or an adjoining half-quarter sub-division of a fractional section, the aggregate quantity not exceeding one hundred and sixty acres; *sixth*, if the pre-emptor do not wish to enter one hundred and sixty acres, he may enter a single half-quarter-section (made by a north and south line), or an eighty-acre sub-division of a fractional section; *seventh*, one or more adjoining forty-acre lots may be entered, the aggregate not exceeding one hundred and sixty acres; and *eighth*, a regular half-quarter, a half-quarter sub-division, or a fractional section, may

each be taken, with one or more forty-acre sub-divisions lying adjoining, the aggregate not exceeding one hundred and sixty acres. Forty-acre tracts, or quarter-quarter sections, may be entered in the same manner that eighty-acre, or half-quarter-sections, have been.

Only one person upon a quarter-section is protected, and he the one who made the first settlement, provided he conform to the other provisions of the law. A person who has once availed himself of the provisions of the Pre-emption Act, cannot, at any future period, or at any other land-office, acquire any other right under it. No person, who is the proprietor of three hundred and twenty acres of land in any State or Territory of the United States, or who quits or abandons his residence on his own land to reside on the public land in the same State or Territory, is entitled to the benefit of the Pre-emption Acts.

The approval of the tracts by the local land-office, is the evidence of the survey; but the land is to be construed as surveyed, when the requisite lines are run on the field, and the corners established by the deputy-surveyor. No assignments or transfers of pre-emption rights are recognized at the land-office; the patents issuing to the claimants, in whose names alone the entries are made.

The following description of lands are not liable to entry: *first*, lands included in any reservation by any treaty, law, or proclamation of the President of the United States, and lands reserved for salines and for other purposes; *second*, lands reserved for the support of schools; *third*, lands acquired by either of the last two treaties with the Miami Indians in Indiana, or which may be acquired of the Wyandot Indians in Ohio, or any other Indian reservation, to which the title has been, or may be extinguished at any time during the operation of the Pre-emption Acts, by the United States; *fourth*, sections of lands reserved to the United States,

alternate to other sections granted to any State for the construction of any canal, railroad, or other public improvement; *fifth*, sections or fractions of sections included within the limits of any incorporated town; *sixth*, every portion of the public lands which has been selected as a site for a city or town; *seventh*, every parcel or lot of land actually settled and occupied for the purposes of trade, and agriculture; and *eighth*, all lands in which are situated any known salines or mines.

Persons claiming the benefit of the Pre-emption Acts are required to file duplicate affidavits, such as are specified by law, and to furnish proof, by one or more disinterested witnesses, of the facts necessary to establish the requisites mentioned in the first paragraph of this article; such witnesses having first been duly sworn or affirmed by some competent authority.

If adverse claims are made to the same tract, each claimant is to be notified of the time and place of taking testimony, and allowed to cross-examine the opposite witnesses, and to furnish counter-proof, itself subject to cross-examination. If, by reason of distance, sickness, or infirmity, the witnesses cannot personally appear before the register of the land-office, their depositions, taken in conformity with the following regulations, may be received.

The notice to adverse claimants must be in writing, and served in time to allow at least one day for every twenty miles which the party may have to travel in going to the place of taking evidence. The proof, in all cases, should consist of a simple detail of facts merely, and not of broad and general statements. If the pre-emptor be "the head of a family," the witnesses must state the facts constituting him such; whether he be a husband having a wife and children, or a widower, or an unmarried person under twenty-one years of age, having a family, either of relatives or others, dependent upon him, or hired persons or slaves. All the facts relative to the settlement in person, inhabitancy, or personal residence, the

time of its commencement, the manner and extent of its continuance, as also those sharing the apparent objects, must be stated. It must be stated that the claimant made the settlement on the land in person; that he has erected a dwelling upon the land; that he lived in the same, and made it his home, etc. In the event of a decision by the land-officer against the claimant, he may appeal to the Commissioner of the Land-Office at Washington.

No entry will be permitted until the affidavits required of the claimant (*see form thereof hereafter, entitled "PRE-EMPTION AFFIDAVIT,"*) is taken. Duplicates thereof must be signed by the claimant, and the fact of the oath being taken must be certified by the register or receiver administering the same; one copy to be filed in the Register's office, and the other to be sent to the Land-Office at Washington.

A purchaser of public land is only required to make written application to the Register of the local land-office for the tract desired to be entered, and to pay to the Receiver the purchase-money therefor. Blank forms of such application are furnished gratuitously at the Land-Office where the tract is desired to be entered.

Declaration by a Settler, where the Land claimed was subject to Private Entry at date of Settlement and prior to September 4, 1841.

I, AUGUSTUS FISHER, of the town of Fond-du-Lac, County of Fond-du-Lac, and State of Wisconsin, being the head of a family, [or, *a widower, or, a single man under the age of twenty-one, as the case may be, and a citizen of the United States, or, having filed my declaration to become a citizen as required by the naturalization laws, as the case is:*] have, since first day of June, A. D. 1840, to wit, on the twentieth day of September, A. D. 18—, settled and improved the northwest [or, *as the case is*] quarter of section, number —, in township number —, of range number —, in the district of lands subject to sale at the land office at —, and containing — acres, which land was subject to private entry at the passage of the Act of the fourth of September, one thousand

eight hundred and forty-one; and I do hereby declare my intention to claim the said tract of land as a pre-emption right under the provisions of said Act of the fourth of September, one thousand eight hundred and forty-one.

Given under my hand this third day of July, one thousand eight hundred and ——. AUGUSTUS FISHER.

Signed in the presence of

WILLIAM RHODES,

CEPHAS GILBERT.

Pre-emptor's Claim, when the Land claimed has been rendered subject to Private Entry since September 4, 1841.

I, AUGUSTUS FISHER, of, etc., [*as before, adapting the description to the condition of the claimant,*] have, since the first day of June, one thousand eight hundred and forty, to wit, on the fifteenth day of May, in the year one thousand eight hundred and ——, settled and improved the northwest (or, *as the case is*) quarter of section, number ——, in the township number ——, of range number ——, in the district of land subject to sale, at the land-office, at ——, containing —— acres, which land has been rendered subject to private entry since the passage of the Act of the fourth of September, one thousand eight hundred and forty-one, but prior to my settlement thereon; and I do hereby declare, etc., [*as in the preceding*]. Given under my hand, etc.

Signed, etc.

Pre-emptor's Declaratory Statement, when the Land is not subject to Private Entry.

I, AUGUSTUS FISHER, of, etc., have on the first day of July, one thousand eight hundred and ——, settled and improved the northwest quarter, etc., [*as before, varying to suit the location*], which land has not yet been offered at public sale, and thus rendered subject to private entry; and I do hereby declare, etc., [*as before*].

Given under my hand, etc.

AUGUSTUS FISHER.

Signed, in the presence of

WILLIAM RHODES,

CEPHAS GILBERT.

Pre-Emptor's Affidavit.

I, AUGUSTUS FISHER, claiming the right of pre-emption under the provisions of the Act of Congress, entitled "An Act to appropriate the proceeds of the sale of the public lands, and to grant pre-emption rights," approved September 4, 1841, to the north-west quarter of section, number —, of township number —, of range number —, subject to sale at —, do solemnly swear, (or *affirm*), that I have never had the benefit of the right of pre-emption under this Act, that I am not the owner of three hundred and twenty acres of land in any State or Territory of the United States, nor have I settled upon and improved said land to sell the same on speculation, but in good faith to appropriate it to my own exclusive use and benefit; and that I have not, directly or indirectly, made any agreement or contract, in any way or manner, with any person or persons whatsoever, by which the title which I may acquire from the government of the United States, should enure, in whole or in part, to the benefit of any person except myself.

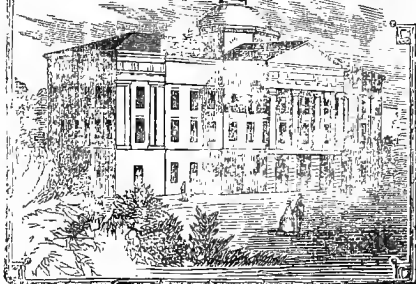
AUGUSTUS FISHER.

I, Charles Whitehead, register, (or *receiver*), of the land-office at —, do hereby certify that the above affidavit was taken and subscribed before me, this first day of July, A. D. 18—.

CHARLES WHITEHEAD, *Register* (or *Receiver*).

[If the settler die before entering or proving up his claim, his executor, administrator, or heir, may make affidavit; varying therefor as follows: I, William E. Brown, executor (or *administrator*, or *one of the heirs*, as the case may be,) of the estate of Augustus Fisher, aged fifty years, do solemnly swear, (or *affirm*,) that, to the best of my knowledge and belief, the said Augustus Fisher, who was a settler on the northwest quarter of, etc., has never had the benefit, etc., (*as before, changing as required*).]

RECEIPTS AND RELEASES.



STATE CAPITOL AT RALEIGH, NORTH CAROLINA.

A RECEIPT is an acknowledgment in writing, that the party giving the same has received from the person therein named, the money, or whatever is therein specified.

Although it purport to be in full of all demands, it is only *prima facie* evidence of what it purports to be; and upon satisfactory proof that it was obtained by fraud, or given under a mistake of facts, or in ignorance of law, it may be inquired into and corrected at law or in equity. The giving of a receipt does not exclude verbal evidence of payment.

A RELEASE is the discharge of a right of action which a man has or may claim against another, or that which is his. The words commonly used to effectuate it are, "remise, release, quit-claim, discharge, and acquit." Another definition of a release is, the conveyance of a man's interest or right which he has to a thing, to another who has the possession thereof, or some estate therein. The words customarily used in such conveyance are, "remise, release, and forever quit claim."

A release from all demands, to be accompanied always by a seal,

is a bar to the signer thereof of all causes and possible causes of action against the holder, accruing before its date. A release of one of two joint debtors, is a legal release of both; but a promise not to sue one, exempts neither from liability.

All releases affecting real estate, should be properly acknowledged.

Receipt for Cash Payment, in full of all Demands.

RECEIVED, New Orleans, July 13, 18—, from Messrs R. & E. Converse, three hundred and twenty-two $\frac{5}{100}$ dollars, in full of all demands.

\$322.59.

BELCHER BROTHERS.

For Same, in full for Account Rendered.

RECEIVED, New Orleans, July 13, 18—, from Messrs. R. & E. Converse, three hundred and twenty-two $\frac{5}{100}$ dollars, in full for account rendered to 1st inst.

\$322.59.

BELCHER BROTHERS.

Same, in full for Goods or Chattels Sold and Delivered without Bill.

RECEIVED, Paducha, May 1, 18—, from Joseph White, two hundred and fifty dollars, in full for a horse, [or, *as the case is,*] now sold and delivered to him, [or, *sold and delivered to him on the first day of April last*].

\$250.

EBENEZER DYER.

Receipt for a Promissory Note.

RECEIVED, Chicago, January 1, 18—, from Messrs. Chase & Brown, their note in our favor, dated December 15, 18—, payable in six months after date, for two thousand dollars, which, when paid, will be in full of all demands, [or, *in part payment of balance due us*; or, *in full for account rendered to 1st ultimo, or, as the case is*].

\$2000.

HARPER, JEFFRIES & Co.

Receipt to Executor or Administrator.

RECEIVED, Racine, November 21, 18—, from Thomas Brown, ex

ecutor of the last will and testament of (or, *administrator of all and singular the goods and chattels, rights and credits which were of*) Samuel Dobson, deceased, one hundred dollars, in full of all demands against the estate of said deceased, [or, *in full for wood purchased by and delivered to said decedent prior to his decease. viz., on the ninth day of February, A. D. 18—.*]

\$100.

EZRA COOK.

Receipt to Guardian for Payment on Account of his Ward.

RECEIVED, Tuscaloosa, July 1, 18—, from Henry Safford, Esq., guardian of Eleanor Thomas, one of the minor children and heirs of Levi Thomas, deceased, one hundred dollars, in full for board and tuition of said Eleanor Thomas, from April 1, 18—, to date.

\$100.

RODERIC DORMAN.

Receipt for Deeds Left.

RECEIVED, Pensacola, May 30, 18—, from Stephen Moody, two several deeds or conveyances, one of them purporting to be a lease of, etc., [*describing it*], and made between, etc.; the other of them to be a warranty deed, of, etc., and made between, etc. For which several deeds of writing, I hereby engage to be accountable, and to redeliver the same to the said Stephen Moody on demand.

Witness my hand the day and year aforesaid.

ROBERT FLEMING.

Receipt for Stock put out to Winter.

RECEIVED, Burlington, October 28, 18—, from Ephraim Wiley, eighteen head of horned cattle, viz.: ten cows and eight young oxen, together with six horses and twelve swine, which I promise to keep through the winter and feed with good hay, etc., and return in good condition on the first day of May next, casualties excepted, he paying me ten dollars each, for the cattle and horses, and two dollars each for the swine. Witness my hand,

REUBEN CHAMBERLAIN.

Receipt for Lading of a Wagon.

RECEIVED, Syracuse, September 1, 18—, from William E. Hunt,

in my wagon, the following goods, marked, numbered, and weighing as follows :

W.	E.	H.	No.	1.	One hogshead weighing	890	pounds
"	"	"	"	2.	One " "	860	"
"	"	"	"	3.	One barrel	240	"
"	"	"	"	4.	One bale	300	"
"	"	"	"	5.	One keg	29	"

2,319 pounds.

All in good order and condition, with which articles I promise to proceed without delay or unnecessary detention to Cazenovia, and to deliver them in the same good order and condition unto Frederick Gorton, in said Cazenovia, or his order, on his paying to me the sum of two dollars per hundred pounds for said load.

AMMI LEONARD.

General Release of all Demands.

KNOW ALL MEN BY THESE PRESENTS, that I, Americus Fosdick, of Charlotte, County of Mecklenburgh, and State of North Carolina, as well for and in consideration of the sum of one dollar to me in hand paid by Caspar Morse, of the same place, at and before the sealing and delivery hereof, the receipt whereof I do hereby acknowledge, as for divers other good causes and valuable considerations me thereto specially moving, have remised, released, quit-claimed, and forever discharged, and by these presents, for me, my heirs, executors, and administrators, do remise, release, quit-claim, and forever discharge, the said Caspar Morse, his heirs, executors, and administrators, each and every of them, of and from all and all manner of action and actions, cause and causes of action and actions, suits, debts, dues, duties, sum and sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, agreements, promises, variances, damages, judgments, extents, executions, claims, and demands whatsoever, in law, equity, or otherwise howsoever which against the said Caspar Morse I ever had, now have, or which I, my heirs, executors, and administrators hereafter can, shall, or may have, for, upon, or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of the date of these presents

In witness whereof, I have hereunto set my hand and seal, this first day of January, in the year one thousand eight hundred and —.

Signed, sealed, and delivered }
in presence of

AMERICUS FOSDICK, [SEAL.]

ETHAN ALLEN,

DAVID BRUCE.

Mutual Release of Partners or Traders, on Settling Accounts.

WHEREAS sundry accounts, current and otherwise, and divers dealings in trade have been subsisting and depending for many years last past, between Worthington Jacobs, of Sandusky, County of Erie, and State of Ohio, and Chester Harrington, late of said Sandusky, but now of Chicago, County of Cook, and State of Illinois; which said accounts and dealings they have balanced and adjusted; by which it appears, that nothing remains due from one to the other; therefore, to prevent and obviate any further disputes touching and concerning such accounts and dealings, and to ascertain and confirm such balance and adjustment, they, the said Worthington Jacobs and Chester Harrington, have mutually agreed to give and execute reciprocal releases to each other.

Now, know all men by these presents, that the said Worthington Jacobs, for the consideration aforesaid, and to prevent all future disputes, for himself, his heirs, etc., [*proceeding as in the foregoing, and the other party executing a counterpart, with the necessary change of names, etc.*] In witness whereof, etc.

Signed, sealed, etc.

WORTHINGTON JACOBS, [SEAL.]

Release from the Lien of a Judgment.

WHEREAS Asa Guild, of Clarion, County of Clarion, and State of Pennsylvania, has obtained a judgment in the Court of Common Pleas of said County, against Allen Wright, of said Clarion, yeoman, (it being No. 23 of June Term, A. D. 18—,) for the sum of three hundred dollars and costs, which judgment now remains a lien on all the real estate of the said Allen Wright within the county aforesaid; and whereas the said Allen Wright is desirous and hath requested that all that messuage, piece, or parcel of land, situate and lying in said Clarion, bounded and described as follows: [*describing the same,*] which was conveyed to him by Julius Ripley

and wife, should be exonerated and discharged from the lien and operation of the judgment aforesaid: Now know ye, that the said Asa Guild, favoring the request of the said Allen Wright, and in consideration of one dollar, lawful money of the United States, at the execution hereof by the said Allen Wright, well and truly paid, the receipt whereof is hereby acknowledged, hath exonerated and discharged, and doth hereby exonerate and discharge the above-described messuage, piece, or parcel of land, with the appurtenances, of and from the lien and obligation of the said judgment, and of and from all suits, actions, executions, costs, damages, and demands whatsoever, for, or on account, or by reason of the said judgment; provided, however, that nothing herein contained shall be construed so as to impair the operation of the said judgment against the said Allen Wright and his estates other than against the messuage, piece, or parcel of land herein before expressly mentioned and described. In witness whereof, etc.,

ASA GUILD, [SEAL.]

Signed, sealed, etc.

Short Form of a General Release.

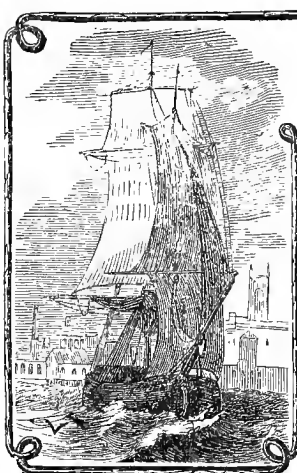
KNOW ALL MEN BY THESE PRESENTS, that I, Napoleon Holland, of Trenton, County of Gibson, and State of Tennessee, for and in consideration of the sum of one hundred dollars, to me in hand paid by Julius Redding, of the same place, have remised, released, and forever discharged the said Julius Redding from all claims of whatsoever kind, nature, or character against him, from the beginning of the world to this day. As witness my hand and seal this, etc.

NAPOLÉON HOLLAND, [SEAL.]

Signed, sealed, etc.

B. N. MARSTON,

NATHAN G. STARK.



MARITIME PURSUITS.

VESSELS.

UNDER this head it is not judged necessary to introduce more than such forms as are in most general demand among those engaged in maritime pursuits; the special forms connected with the various departments of Custom House business being all of them individual in their nature, and they are easily procured at the several ports as needed.

Bill of Sale of a Licensed Vessel.

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING :—
 Know ye, that I, Thomas H. Perkins, of Portland, County of Kennebeck, and State of Maine, owner of the sloop or vessel called the “Rebecca Chase,” of the burden of two hundred and twenty tons, or thereabouts, for and in consideration of the sum of thirty-one hundred dollars, to me in hand paid, before the ensealing and delivery of these presents, by William C Rice, of the City and County of Baltimore, and State of Maryland, the receipt whereof I do hereby acknowledge, have bargained and sold, and by these presents do bargain and sell, unto the said William C. Rice, his executors, administrators, and assigns, the said sloop or vessel, together with the masts, bowsprit, sails, boats, anchors, cables, and all other necessities thereunto appertaining and belonging, to have and to hold the said sloop or vessel and appurtenances there-

unto belonging, unto him, the said William C. Rice, his executors, administrators, and assigns, to his and their sole and only proper use and benefit and behoof forever. And I, the said Thomas H. Perkins, have promised, covenanted, and agreed, and by these presents, do promise, covenant, and agree, for myself, my heirs, executors and administrators, to and with the said William C. Rice, his executors and administrators, to warrant and defend the title to the said sloop or vessel, and all the other before-mentioned appurtenances, against all and every person and persons whomsoever.

In testimony whereof, I have herenunto set my hand and seal, this first day of October, in the year one thousand eight hundred and —

THOMAS H. PERKINS, [SEAL.]

Signed, sealed, and delivered }
 in presence of }
 ASAPH CUTLER,
 SILAS HANDYSIDE.

Bill of Sale of a Registered Ship.

KNOW ALL MEN BY THESE PRESENTS, that I, Freeman Bangs, of the City of Boston, County of Suffolk, and Commonwealth of Massachusetts, merchant, for and in consideration of twenty-five thousand dollars, to me paid by Richard R. Carson, of the city of New Orleans, and State of Louisiana, the receipt whereof I do hereby acknowledge, do grant, sell, and transfer unto the said Richard R. Carson, his executors, administrators, and assigns forever, all that good ship or vessel, called "The Gem of the Ocean," now lying at New Orleans aforesaid, together with all and singular the masts, sails, yards, anchors, cables, ropes, cords, guns, gunpowder, ammunition, small arms, tackle, apparel, boats, oars, and appurtenances whatsoever, to the said ship or vessel belonging, or in any wise appertaining; which said ship or vessel has been duly registered, pursuant to Act of Congress for that purpose, the certificate of such registry being as follows: [*here recite the whole certificate in its words,*] to have and to hold the said ship or vessel, "The Gem of the Ocean," and all other the above-bargained premises, unto the said Richard R. Carson, his executors, administrators, and assigns, to his and their own use forever.

And I, the said Freeman Bangs, for myself, my executors, and

administrators, covenant, promise, and agree to and with the said Richard R. Carson, his executors, administrators, and assigns, that I have good right, full power, and lawful authority to grant, bargain, and sell the same and the hereby granted premises unto the said Richard R. Carson, in manner and form aforesaid; and that the said hereby bargained premises, and every part thereof, are free and clear of and from all charges and incumbrances whatsoever.

In witness wherof, etc.

FREEMAN BANGS, [SEAL.]

Signed, sealed and delivered }
in presence of }

MAKEPEACE MORTON,

CHAUNCEY KNAPP.

[A bill of sale of an enrolled ship is similar to the above, except that the certificate of enrollment is recited instead of the certificate of registry.]

Assignment of a Bill of Sale of part of a Ship, by Endorsement.

KNOW ALL MEN BY THESE PRESENTS, that I, the within-named Henry Stevens, in consideration of the sum of three thousand dollars to me in hand paid, before the sealing and delivery hereof, by Apollos Munn, of the City, County, and State of New York, the receipt whereof I hereby acknowledge, do by these presents grant, sell, and transfer unto the said Apollos Munn the within-written bill of sale of one full and equal fourth part of the within-mentioned ship "Arab," to me belonging by virtue of the within-written bill of sale, and of and in all her masts, sails, yards, anchors, cables, ropes, boats, oars, tackle, apparel, munitions, furniture, and other appurtenances within granted and to the said ship belonging; and all my right, title, and interest in the same, by virtue of the within-written bill of sale or otherwise howsoever; to have and to hold the within-written bill of sale of one fourth part of the said ship, and all other the said premises, with the appurtenances hereinbefore assigned and released, unto the said Apollos Munn, his heirs and assigns, to his and their own proper use and uses, and as his and their own proper goods and chattels, from henceforth forever; and I, the said Henry Stevens, do hereby, for myself, my heirs, executors, and administrators, covenant and agree to and with the said Apollos Munn and his heirs, that the said fourth part of the

said ship, with the appurtenances, are and be, and so shall remain and continue, unto the said Apollos Munn, his heirs and assigns, free and clear of all debts and incumbrances whatsoever made or suffered by me, or by any other person or persons whatsoever by or through my means, consent, or procurement. In witness whereof, etc.

HENRY STEVENS, [SEAL.]

Signed, sealed, etc.,

HARRIS THAYER,

DAVIS HANNUM.

Bond by Master of a Vessel to deliver the same to the Owners on Demand.

KNOW ALL MEN BY THESE PRESENTS, that we, Nathaniel Torrey and Jonas Moore, both of Portsmouth, County of Rockingham, and State of New Hampshire, are held and firmly bound to Alonzo Bigelow, of New Bedford, County of Bristol, and State of Massachusetts, in the sum of twenty thousand dollars lawful money of the United States, to be paid to the said Alonzo Bigelow, or his certain attorney, executors, administrators, or assigns; to which payment, well and truly to be made and done, we do bind ourselves and each of us by himself, for and in the whole, our heirs, executors, administrators, and each of us, firmly by these presents; sealed with our seals, and dated this fifth day of July, in the year one thousand eight hundred and —.

The condition of this obligation is such, that, whereas the above-named Alonzo Bigelow, and the rest of the part-owners of the ship or vessel "Eothen," have employed the above-bound Nathaniel Torrey as master of the same, for so long a time as they, or the majority of them, shall think fit, and have therefore delivered the possession of the said ship or vessel, with her appurtenances, to the said Nathaniel Torrey; now, therefore, if the said Nathaniel Torrey, after notice and demand, shall quietly deliver up the actual possession of the said ship or vessel unto the said Alonzo Bigelow, or unto such other person as the said part-owners, or a majority of them, shall appoint, together with all and singular the furniture, tackle, apparel, and appurtenances to the said ship or vessel belonging, (reasonable wear and tear excepted,) free from all charges and incumbrances done or suffered by the said Nathaniel Torrey, then

this obligation to be void ; otherwise to be and remain in full force and virtue.

Signed, sealed and delivered }
in presence of

HENRY DUQUESNE,
ALFRED W. SLADE.

NATHANIEL TORREY, [SEAL.]

JAMES MOORE, [SEAL.]

Charter Party.

THIS charter party, indented, made, concluded, and agreed upon this nineteenth day of March, in the year of our Lord one thousand eight hundred and —, between Israel Hatch, master and owner of the ship or vessel called "The Eclipse," of the burthen of nine hundred tons, of the one part, and Cheever Newhall, of the City and County of Mobile, in the State of Alabama, of the other part, witnesseth : That the said Israel Hatch, for the consideration hereinafter mentioned, hath granted and to freight let, and by these presents doth grant and to freight let, unto the said Cheever Newhall, his executors, administrators, and assigns, the whole tonnage of the hold, stem, sheets, and half-deck of the said ship or vessel, from the port of Mobile to the port of Salem, in Massachusetts, in a voyage to be made in the said ship, in the manner following, that is to say : the said Israel Hatch is to sail with the first fair wind and weather that shall happen next after the tenth day of April next, or before the first day of May next, from the said port of Mobile, with the goods and merchandise of the said Cheever Newhall, his factors and assigns, on board, to Salem aforesaid, there to be delivered and discharged of her said cargo within fifteen days next after her arrival at the end of the said voyage ; in consideration whereof, the said Cheever Newhall, for himself, his heirs, executors and administrators, and each and every of them, doth covenant, promise, and agree to and with the said Israel Hatch, his executors, administrators, and assigns, and every of them, by these presents, that the said Cheever Newhall, his executors, administrators, factors, or assigns, shall and will well and truly pay, or cause to be paid, unto the said Israel Hatch, his executors, administrators, and assigns, for the freight of the said ship or goods, the sum of — dollars, within fourteen days after the discharge of the said goods at Salem aforesaid, for the end of the voyage ; and also shall and

will pay for demurrage, if any shall be by the default of him, the said Cheever Newhall, his factors or assigns, the sum of ——— dollars a day, daily and every day, as the same shall grow due. And the said Israel Hatch, for himself, his heirs, executors, and administrators, doth covenant, promise, grant, and agree, to and with the said Cheever Newhall, his executors, administrators, and assigns, and every of them, by these presents, that the said ship or vessel shall be ready at the said port of Mobile, at ——— wharf, to take in goods by the second day of April next ensuing; and within ten days after the said ship shall be ready at the said wharf as aforesaid, the said Cheever Newhall doth grant, promise, and agree, to have his goods ready and put on board of said ship, in order that she may proceed on her said voyage. And the said Israel Hatch doth also covenant, promise, grant, and agree, to and with the said Cheever Newhall, his executors, administrators, and assigns, that the said ship or vessel now is, and at all times during the said voyage shall be, at the best endeavor of the said Israel Hatch, his executors and administrators, at his and their own proper costs and charges, in all things made and kept stiff, staunch, and strong, and well furnished and provided as well with men and mariners sufficient and able to sail, guide, and govern the said ship, as with all manner of rigging, boats, tackle, apparel, furniture, provisions, and appurtenances, fitting and necessary for the said men and mariners, and for the said ship, during the voyage aforesaid. In witness whereof, etc.

Signed, sealed and delivered }	ISRAEL HATCH,	[SEAL.]
in presence of }	CHEEVER NEWHALL,	[SEAL.]
	JOHN R. MEADOWS,	
	WILLIAM POPE.	

Bills of Lading.

[A set of bills of lading usually consists of three: one of which is retained by the master of the vessel, one by the shipper, and the third is forwarded by the shipper to the assignee, by the vessel carrying the consignment. Sometimes, however, the set consists of four, the shipper forwarding one by steamer, or some other expeditious conveyance.]

Shipped, in good order and condition, by Rufus Crane & Co., in and upon the ship called the "Zephyr," whereof James Robb is

master for this present voyage, and now lying in the port of Philadelphia, and bound for Liverpool :

[G] Nos. 1 to 80. Eighty bales of cotton.

[C] One hundred hogsheads of sugar.

Being marked and numbered as in the margin, to be delivered in the like good order and condition, at the aforesaid port of Liverpool, (the dangers of the seas only excepted,) unto Cook, Brothers, & Co., or to their assigns, they paying freight for said goods at the rate of —, with [or *without*, as agreed,] primage and average accustomed.

In witness whereof, the Master (or *Purser*) of the said ship hath affirmed to three [or *four*] bills of lading, all of this tenor and date; one of which being accomplished, the others to stand void.

Dated at Philadelphia, the nineteenth day of May, A. D. 18—.

JAMES ROBB, *Master*.

[or, THOMPSON WEST, *for James Robb, Master.*]

Bottomry Bond.

KNOW ALL MEN BY THESE PRESENTS, that I, Ferdinand Hunter, master and two-thirds owner of the ship "Flying Squirrel," for myself and James Ransom, remaining third owner of the said ship, are held and firmly bound unto Diedrich Harjes in the penal sum of ten thousand dollars: for the payment of which, well and truly made unto the said Diedrich Harjes, his heirs, executors, administrators or assigns, I hereby bind myself, my heirs, executors, and administrators, firmly by these presents.

In witness whereof, I have hereunto set my hand and seal this first day of November, in the year of our Lord one thousand eight hundred and —.

Whereas the above-bound Ferdinand Hunter hath taken up and received of the said Diedrich Harjes, the full and just sum of five thousand dollars, which sum is to run at respondentia on the block and freight of the ship "Flying Squirrel," whereof the said Ferdinand Hunter is now master, from the port of Liverpool on a voyage to the port of Philadelphia, having permission to touch, stay at, and proceed to all ports and places within the limits of the voyage, at the rate or premium of twenty per cent. for the voyage. In consideration whereof, usual risks of the seas, rivers, enemies, fires,

pirates, etc., are to be on account of the said Diedrich Harjes. And for the further security of the said Diedrich Harjes, the said Ferdinand Hunter doth by these presents mortgage and assign over to the said Diedrich Harjes, his heirs, executors, administrators, and assigns, the said ship "Flying Squirrel," and her freight, together with all her tackle, apparel, etc.; and it is hereby declared, that the said ship "Flying Squirrel," and her freight, is thus assigned over for the security of the respondentia taken up by the said Ferdinand Hunter, and shall be delivered to no other use and purpose whatever, until payment of this bond is first made, with the premium that may become due thereon.

Now the condition of this obligation is such, that if the above-bound Ferdinand Hunter, his heirs, executors, or administrators, shall and do well and truly pay, or cause to be paid, unto the said Diedrich Harjes, or his attorney in Philadelphia aforesaid, legally authorized to receive the same, their executors, administrators, or assigns, the full and just sum of five thousand dollars, being the principal of this bond, together with the premium which shall become due thereupon, at or before the expiration of ninety days after the arrival of the ship "Flying Squirrel" at her moorings at Walnutt-street wharf in the Delaware River; or in case of the loss of the said ship "Flying Squirrel," such an average as by custom shall have become due on the salvage; then this obligation to be void and of no effect; otherwise to be and remain in full force and virtue. Having signed to three bonds of the same tenor and date, the one of which being accomplished, the other two are to be void and of no effect.

Signed, sealed, and delivered }

in presence of }

GOTTLIEB HARTUNG,

FRANCIS AMIRAL.

FERDINAND HUNTER, [SEAL.]

For self and James Ransom.

[Three bonds of the same tenor should be executed.]

Notice of Abandonment.

TO THE PRESIDENT, DIRECTORS, AND COMPANY OF THE ANCHOR INSURANCE COMPANY:

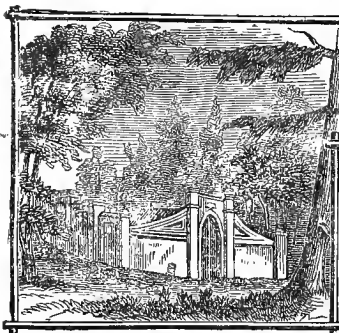
WHEREAS, by a Policy of Insurance, dated at New Orleans, on the first day of March, A. D. 18—, numbered 14301, you insured the

sum of five thousand dollars on my interest in the ship "Childe Harold," [or, *on merchandise on board the ship "Childe Harold," from New Orleans to Liverpool*; or, *as freight to be earned by the ship "Childe Harold" from New Orleans to Liverpool*; sufficiently describing the purport of the policy;] against the perils therein described; and the said ship on the voyage therein described, on or about the tenth day of April last has been cast away, [or, *assigning the true cause, whatever it may have been*, as the insured is bound by an assignment of an insufficient cause, and cannot avail himself of a subsequent event without a new abandonment;] and the interest so insured has thereby become and is totally lost to me; you will therefore please take notice, that I hereby abandon to you all my right, title, interest, property, and claim, in and to the said ship, [or, *whatever was insured*,] and every part thereof; and I demand of you the sum of five thousand dollars, under-written by you upon the same, as for a total loss thereof.

New Orleans, May 3, 18—.

PIERRE TURGOT.

A FORM for "Assignment of Seaman's Wages," will be found under the head of "ASSIGNMENTS."



WASHINGTON'S FAMILY VAULT, WITHIN WHICH
LIE HIS REMAINS. (DIED DEC. 14, 1799.)

WILLS.

A WILL, OR TESTAMENT, is the legal declaration of a man's intentions of what he wills to have done after his death. The person making the will, is called the testator (or, if a female, the testatrix); real estate given by a will, a devise; personal property so given, a legacy; the person taking real estate by will, the devisee; the person taking personal property, the legatee. Bequest is a general term, applicable to both species of property given by will; while the term devise and legacy, devisee and legatee, are often, though improperly, used interchangeably.

Wills are of two kinds, written and verbal or nuncupative; the latter, (which are made by the verbal declarations of the testator, depending for proof merely upon oral testimony, though afterward reduced to writing,) in the States where they are recognized, are generally confined to bequests of personal property only; and in some, they must be made within ten days of the testator's death, and are then allowed only in the case of soldiers and sailors.

Any person (except a married woman), of sound and disposing mind and memory, who at the time is not under the influence of fear, fraud, or coercion, and is of the required age, (if a male, at least fourteen years; if a female, at least twelve,) is competent to

make a will. A married woman is also allowed by the special statutes of many of the States, to make a will of her separate property; and in all she may be appointed executrix of the will of her husband.

No precise form of words is essential to the validity of a will; but great care should be exercised, that the wishes of the testator are clearly expressed in proper terms.

No will is of any effect until the death of the testator; it may therefore be avoided by cancellation or revocation, or by the execution of a will of later date. Marriage, with the birth of issue, also amounts to an implied revocation. In order to pass real estate, the devise must be in accordance with the law of the land where such real estate is situate; in the case of personal property, the law, which obtains at the place of the testator's residence, controls.

A bequest to a wife in lieu of her dower must be clearly expressed, or she will be entitled to both. Such bequest, however, will not deprive her of her dower (which no testator can accomplish); but she has her choice between the two.

A testator who is unable to write, may have his hand guided in making a mark against his name, and such act alone does not impair the validity of the will.

The number of witnesses required to a will varies in the different States. In Louisiana (where the principles of the civil, instead of the English law obtain,) in the case of non-residents, *seven* witnesses are required; if residents, *five*; in Alabama, Connecticut, Florida, Georgia, Maine, Maryland, Massachusetts, Minnesota, Mississippi, New Hampshire, Oregon, Rhode Island, South Carolina, and Vermont, *three*; in Arkansas, California, Delaware, Illinois, Indiana, Iowa, Kentucky, Michigan, Missouri, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Tennessee, Texas, Virginia, and Wisconsin, *two*.

In no State, however, should a devisee, legatee, or interested party be a witness. The following form of attestation will answer for every State in the Union: "Signed, sealed, published, and declared by the said A. B., as his last will and testament, in the presence of us, who, at the request of the said A. B., and in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses." The residence of each witness should, for the sake of convenience, be added to his signature.

A **CODICIL** is a supplement or an addition made to a will by the testator, annexed to the same, and to be taken as a part of it; being intended for its explanation or alteration, or to make some addition to, or subtraction from, the former dispositions of the testator. It should be executed in the same manner and with the same formality as the original will.

A codicil, like a will, may (unless controlled by statute,) be either written or nuncupative. It may also be annexed constructively to a will.

AN **EXECUTOR**, (if a female, *Executrix*,) is a person appointed by a testator to execute his will, or to see it is carried into effect. An executor should always be named in the will; if one is not named, an administrator with the will annexed will be appointed.

As the statute provisions of the different States prescribe in detail the duties of executors, no more extended statement of a general nature relative thereto can be given, than has already been done under the head of "ADMINISTRATORS," to which reference may be had.

General Form of a Will disposing of both Real and Personal Estate.

KNOW ALL MEN BY THESE PRESENTS, that I, Daniel Edwards, of St. Albans, in the County of Franklin, and State of Vermont, merchant, being in good health [or *ill health*, as the case is] and

[or *but*] of sound and disposing mind and memory, do make and publish this my last will and testament, hereby revoking all former wills by me at any time heretofore made.

And as to my worldly estate, and all the property, real, personal, or mixed, of which I shall die seized and possessed, or to which I shall be entitled at the time of my decease, I devise, bequeath, and dispose thereof in the manner following, to wit:

First. My will is, that all my just debts and funeral expenses shall, by my executors hereinafter named, be paid out of my estate, as soon after my decease as shall by them be found convenient.

Item. I give, devise, and bequeath to my beloved wife, Hannah Y. Edwards, all my household furniture, my horse and chaise, and the chaise harness; and also ten thousand dollars in money, to be paid to her by my executors, hereinafter named, within six months after my decease; to have and to hold the same to her and her executors, administrators, and assigns forever. I also give to her the use, improvement, and income of my dwelling-house, land, and its appurtenances, situated in St. Albans aforesaid, [*describing it*], and my land situated in [*describing the same*], to have and to hold the same to her for and during the term of her natural life.

I give and bequeath to my honored mother, Nancy Edwards, two thousand dollars in money, to be paid to her by my executors hereinafter appointed, within six months after my decease; to be for the sole use of herself, her executors, administrators, and assigns.

I give and bequeath to my daughter, Laura H. Edwards, my twenty shares of the stock of the President, Directors, and Company of the Suffolk Bank, in Boston, County of Suffolk, and State of Massachusetts, which are of the par value of ten thousand dollars; to have and to hold the same, together with all the profits and income thereof, to her, the said Laura H. Edwards, her heirs, executors, administrators, and assigns, to her and their use and benefit forever.

I give, devise, and bequeath to my son, Adoniram Edwards, the reversion or remainder of my dwelling or mansion-house, and its appurtenances, situate in St. Albans aforesaid, [*describing it*], and all profits, income, and advantage that may result therefrom, from and after the decease of my beloved wife, Hannah Y. Edwards; to have and to hold the same to him, the said Adoniram Edwards, his

heirs and assigns, from and after the decease of my said wife, to his and their use and behoof forever.

I give, devise, and bequeath to my son, Justin Edwards, the reversion or remainder of my land situated in [*describing it,*] and its appurtenances, and all the profits, income, and advantage that may result therefrom, from and after the decease of my beloved wife, Hannah Y. Edwards, to have and to hold the same to the said Justin Edwards, his heirs and assigns, from and after the decease of my said wife, to his and their use and behoof forever.

All the rest and residue of my estate, real, personal, and mixed, of which I shall die seized and possessed, or to which I shall be entitled at my decease, I give, devise, and bequeath to be equally divided between and among my said sons, Adoniram Edwards and Justin Edwards.

And lastly, I do nominate and appoint my said sons, Adoniram Edwards and Justin Edwards, to be the executors of this my last will and testament.

In testimony whereof, I, the said Daniel Edwards, have to this, my last will and testament, contained on two sheets of paper, (or, *as the case is,*) and to every sheet thereof subscribed my name, and to this, the last sheet thereof, I have subscribed my name and affixed my seal this twentieth day of April, in the year of our Lord, one thousand eight hundred and —.

Signed, sealed, published, and declared by the said Daniel Edwards, as and for his last will and testament, in the presence of us, who, at his request and in his presence, and in the presence of each other, have subscribed our names as witnesses thereto,

DANIEL EDWARDS, [SEAL.]

MATTHEW MILES,

EMORY ELKINS,

LESTER LATHAM.

Will of a Married Woman made in virtue of a power of Appointment made at or before Marriage.

I, MARY JANE SYLVESTER, wife of William R. Sylvester, of Flemingsburg, County of Fleming, and State of Kentucky, do by this

my writing, purporting to be my last will and testament, dispose of all my estate, both real and personal, pursuant and according to the authority to me given and reserved in and by a deed of settlement [or, *as the case is*] made and executed on my marriage [or, *in contemplation of my marriage,*] with my husband, the said William R. Sylvester, and bearing date the twenty-fifth day of December, A. D. one thousand eight hundred and —, by and between the said William R. Sylvester, and Robert Winthrop and Edward Chartres, trustees, etc. [*setting forth the date and parties to the settlement*]. And, by virtue of the said deed, and of all other powers and authorities whatsoever, to me given and reserved, in manner as follows, viz. : First, I devise to, etc., [*proceeding with the requisite devises and legacies, and closing with the attestation of the previous form*].

Nuncupative Will.

IN the matter of the Nuncupative Will of James Stone, deceased. On the third day of July, in the year one thousand eight hundred and —, James Stone being *in extremis* in his last sickness, in his habitation or dwelling, situate in, etc., [*describing the situation; if in the dwelling of another, so stating and describing*], where he had resided more than ten days next before the making of his will, in the presence of the subscribers, did declare his last will and testament in the following words, or to that effect, viz. :—

“He mentioned that he had about four hundred dollars in the Provident Savings Fund, of Providence, and three hundred dollars in the hands of John Bates.” He then said, “I want John Bates to act as my Trustee and Executor, and put it out at interest for my mother’s use during her life, and after her death, to go to my sisters. All my other property I want my mother to have for her separate use.”

At the time the said James Stone pronounced the foregoing will, he was of sound and disposing mind, memory, and understanding, and did bid us who were present, to bear witness that such was his will.

Reduced to writing this fifth day of July, in the year one thousand eight hundred and —.

NORCROSS FISHER,
GEOFFREY WHITE,
HENRY THWING.

Affidavit to above.

COUNTY OF PROVIDENCE, ss.

Then personally appeared before me, Tyler Sprague, Clerk of the Court of Probate within and for said county (or, *other proper officer*) Norcross Fisher, Geoffrey White, and Henry Thwing, who, being duly sworn (or *affirmed*,) according to law, do depose and say, that they were present on the third day of July, A. D. 18—, at the habitation or dwelling of James Stone, situate, etc. [or, *as the case is*,] in the time of his last illness, and did then and there hear the same James Stone utter what is contained in the above writing; that he did bid them bear witness that it was his last will; and that, at the time of so doing, he was of sound mind, memory, and understanding, to the best of their knowledge and belief. Also, that he had resided for more than ten days next before the making of his will, at the above residence. [*The preceding paragraph to be omitted in case of a mariner, or soldier, or person dying from home.*]

NORCROSS FISHER.

GEOFFREY WHITE.

HENRY THWING.

Sworn (or *affirmed*,) and subscribed before me, this twelfth day of July, A. D. 18—.

TYLER SPRAGUE, *Clerk*.

Codicil to a Will, disposing of Real and Personal Property.

I DANIEL EDWARDS, the within-named testator, do hereby make and publish this codicil to my last will and testament, bearing date the twentieth day of April, A. D. 18—, in manner following, to wit:

Item.—I do revoke the demise, in my said will contained, to my son Adoniram Edwards, of the reversion or remainder of my dwelling or mansion-house, and its appurtenances, situate in, etc., and do give and devise the same to my daughter, Laura H. Edwards, her heirs and assigns forever.

Item.—I give and bequeath to my said son, Adoniram Edwards, in lieu of the reversion, or remainder of the said dwelling or mansion-house and its appurtenances, the sum of twenty-five thousand dollars, payable by my executors, within six months after my decease; and do hereby ratify and confirm my said will in all other respects.

In witness whereof, I have hereunto set my hand and seal, this

third day of October, in the year of our Lord one thousand eight hundred and —.

Signed, sealed, etc., [*as in the several forms preceding*].

Conclusion and Attestation of a Will written on several sheets.

IN witness whereof, I, the said Daniel Edwards, have to this my last will and testament, contained in this and the four preceding sheets [*or skins of parchment,*] set my hand and seal; to wit: my hand to the bottom of each of the said four sheets [*or skins*], and my hand and seal to this last sheet [*or skin*], and my seal at the top of the said sheets [*or skins,*] where all the said sheets [*or skins*] are fixed together, this twentieth day of April, one thousand eight hundred and —.

The writing contained in this and the four preceding sheets [*or skins*] was signed and sealed by the above-named Daniel Edwards, and by him published and declared as and for his last will and testament, in the presence of us, who have hereunto subscribed our names as witnesses, at his request, in his presence, and in the presence of each other.

DANIEL EDWARDS, [SEAL.]

MATTHEW MILES,
EMORY ELKINS,
LESTER LATHAM.

Clauses for Insertion in Wills.

Forgiving debts due from relatives.—And whereas there are considerable sums of money due and owing to me, upon bonds, bills, and otherwise, from my relatives hereinbefore named, (*or naming them*), it is my will and true meaning, and I do hereby direct, that such bonds, bills, etc., immediately after my death, shall be cancelled and destroyed by my said executors. And I do hereby discharge

my relatives aforesaid, and every of them, their and every of their heirs, executors, and administrators, from the payment of every and all debts due and owing to me or my estate upon any account whatsoever, without any abatement or deduction from or out of their legacies, before by me given or devised to them respectively in and by this my last will and testament.

Revoking legacies and bequests to wife, if she should sue for dower.—Provided further, and my will expressly is, that in case my said wife, Eleanor, shall not accept of the provisions and legacies hereinbefore by me made and given her as aforesaid, and shall, at any time or times hereafter, prosecute any action or suit for dower, thirds, or any other part of my estate, real or personal, other than what I have so hereinbefore devised and given her, then and in that case, the several annuities of —, and amounting together to —, and each of them, and all other legacies and bequests hereby by me before given or intended to be given to her, shall cease and be void to all intents and purposes, any thing to the contrary notwithstanding.

Directing that any disputes about bequests, etc., shall be settled by arbitration.—My express will and desire is, that if any difference or dispute, question or controversy, shall arise or happen concerning any gift, bequest, or other matter or thing in this my will, the same shall be referred wholly to the award, order, and determination of my esteemed friends, A. B. and C. D., with power for them to choose an umpire; but if they or either of them should not be able or willing to act in the premises, then I do direct that my eldest son and eldest daughter shall each appoint an arbitrator or arbitrators, with the same power of choosing an umpire; and what they, or a majority of them, shall order, direct, or determine therein, shall be binding and conclusive upon all and every person and persons therein concerned.

Appointing wife guardian of testator's children, and, in case of her death or marriage, appointing another in her stead.—And in case I shall leave any child or children living at the time of my decease, my will is, and I do appoint, that my said beloved wife shall have the guardianship and tuition of them during their minority, so

long as she shall remain sole and unmarried; and in case of her death or marriage during such the minority of my children, then I will and appoint, that my much esteemed friend A. B., shall have the tuition and guardianship of them during such their minority; and in case of his refusal, renunciation, or decease, I will that B. C shall exercise the said guardianship.

[The forms already given under the head of "ADMINISTRATORS," for "Petition to Sell Lands to Pay Debts," "Decd upon the Sale of such Lands," and "Account," being, with but slight changes, applicable to similar matters connected with executors, it is deemed unnecessary to repeat them here; as reference can be made to the above-mentioned heading. A few forms follow, applicable to executors as a class individually.]

Executor's Petition to have Will Proved.

To the Honorable Samuel Williston, Judge of Probate within and for the County of Franklin. [or *other proper tribunal*]:

The petition of Adoniram Edwards and Justin Edwards, respectfully sheweth: That Daniel Edwards, late of St. Albans, in the said County of Franklin, and State of Vermont, deceased, died at said St. Albans, on or about the tenth day of January last, leaving a last will and testament, wherein your petitioners were named executors; that the said deceased at the time of his decease, was an inhabitant of said St. Albans, and possessed of real and personal property therein, by means whereof the Court of Probate within and for said county, [or *proper tribunal*], has sole and exclusive power to take the proof of the said last will and testament; that the deceased left a widow and three children: Your petitioners therefore pray, that the said will may be admitted to proof, and letters testamentary granted thereon, and that the widow and next of kin to the said deceased be cited to appear and attend at such time and place as shall be appointed for that purpose, that they may oppose or support the probate of the will of the said deceased.

Dated this thirteenth day of January, A. D. 18—.

ADONIRAM EDWARDS.

JUSTIN EDWARDS.

Executor's Renunciation.

I, ADONIRAM EDWARDS, named one of the executors of the last will and testament of Daniel Edwards, late of St. Albans, deceased, do hereby renounce all right and claim to act as executor thereof.

Dated this twelfth day of January, A. D. 18—.

In the presence of

ADONIRAM EDWARDS.

CAMPBELL WISE,

STEPHEN DUGALD.

Refunding Bond to Executors on Payment of a Legacy.

KNOW ALL MEN BY THESE PRESENTS, that we, William E. Brown, of Jackson, County of Hinds, and State of Mississippi, legatee under the last will and testament of Rufus W. Brown, deceased, and Andrew Chapman, of Jackson aforesaid, are held and firmly bound unto George Desilver and Adam Murcheson, executors of the last will and testament of the said Rufus W. Brown, deceased, in the sum of four thousand dollars, lawful money of the United States, to be paid to the said George Desilver and Adam Murcheson, or to their certain attorney, executors, administrators, or assigns; to which payment well and truly to be made and done, we do bind ourselves, and each of us for himself, for and in the whole, our heirs, executors, and administrators, and each and every of them firmly by these presents; sealed with our seals, and dated the second day of August, in the year one thousand eight hundred and —.

Whereas, the said Rufus W. Brown, by his said last will and testament, bearing date the first day of June, in the year one thousand eight hundred and —, did give and bequeath unto the said William E. Brown, a certain legacy of two thousand dollars, [or, *one equal sixth part of his personal estate after the payment of debts, or, as the case is,*] as by the said in part recited will, duly proved and remaining on record in the office of the Court of Probate, at Raymond, in said County, appears.

Now, the condition of this obligation is such, that, if any part, or the whole of said legacy, shall, at any time after payment thereof to the said William E. Brown, appear to be wanting to discharge any debt or demand, which the said executor shall not have any other assets to pay; then, and in such case, if the said William E.

Brown, his heirs, executors, or administrators, shall and do return such legacy, or such part thereof as shall be necessary to pay and discharge such debt or demand, and the costs and charges attending the recovery of the same, then this obligation shall be void and of no effect; otherwise be and remain in full force and virtue.

Signed, sealed, and delivered }	WILLIAM E. BROWN, [SEAL.]
in presence of }	ANDREW CHAPMAN. [SEAL.]
AARON HERBERT,	
EVAN C. RADNOR.	

Release to Executors by Legatees for Payment of Legacy.

KNOW ALL MEN BY THESE PRESENTS, that Emanuel Quitman, of Monticello, County of Lawrence, and State of Mississippi, and Clara, his wife, late Clara Brown, one of the daughters and legatees named in the will of Rufus W. Brown, late of Jackson, County of Hinds, and State aforesaid, deceased, do hereby acknowledge that they have this day had and received of and from George Desilver and Adam Murcheson, executors of the last will and testament of the said Rufus W. Brown, deceased, the sum of one thousand dollars, in full satisfaction and payment of all such sum or sums of money, legacies, and bequests as are given and bequeathed to the said Clara, by the last will and testament aforesaid, and all interest accrued therefrom.

And, therefore, the said Emanuel Quitman, and Clara, his wife, do by these presents, remise, release, quit-claim and forever discharge the said George Desilver and Adam Murcheson, their heirs, executors, and administrators, of the said legacy or legacies, and of and from all actions, suits, payments, accounts, reckonings, claims, and demands whatsoever, for or by reason thereof, or if any other acts, matter, cause or thing whatsoever, from the beginning of the world to the day of the date of these presents.

In witness whereof, we have hereunto set our hands and seals, this nineteenth day of November, in the year one thousand eight hundred and —.

Signed, sealed, etc.,

EMANUEL QUITMAN, [SEAL.]

CLARA QUITMAN. [SEAL.]

RODERICK CRAFTS,

MARK SIMPSON.

DICTIONARY OF LAW TERMS IN GENERAL USE.

Administrator de son tort. Administrator in his own wrong.

A fortiori. By a more weighty reason.

Alias ca. sa. Another writ to take (the person) to make satisfaction.

Alibi. In another place.

A mensa et thoro. From bed and board; a divorce which does not render the marriage void from the beginning.

Ancient demesne. An ancient inheritance.

A priori. From the former.

Arbiter. An arbitrator.

Assumpsit. He undertook (or promised).

A vinculo matrimonii. From the bond of marriage.

Bonâ fide. In good faith.

Bonus. A premium paid to a grantor or vendor; a consideration given for what is received.

Capias. "You may take." A writ authorizing the defendant's arrest.

Causâ mortis. On account of death.

Caveat. "That he beware;" a warning.

Certiorari. A writ directing the proceedings or record of a cause to be brought before a superior court.

Compos mentis. "Of sound mind."

Covert. Married.

Crim. con. Criminal conversation; illicit connection.

De facto. Of the deed; in fact.

De jure. From the law; by the law.

De novo. Anew; fresh.

Dernier resort. The last resort.

Detinet. He detains; he keeps.

Devastavit. He wasted.

Enceinte. Pregnant.

Escrow. A deed or writing left with another, to be delivered on the performance of something specified.

Estoppel. "A stop;" a preventive plea.

Ex officio. Officially; by virtue of the office.

Ex post facto. From (or by) an after act.

Extempore. Off-hand; without delay or premeditation.

Fac simile. "Do the same;" a close imitation.

Felo de se. A suicide; a self-murderer.

Feme covert. A married woman.

Fiat. "Let it be done;" an imperative command or decree.

Fieri facias. "That you cause to be made;" a writ of execution so called.

Forum. A court; a place of justice.

Franchise. A privilege or exemption.

Habeas corpus. "That you have the body;" a writ by which the legality of any imprisonment is investigated.

Ignoramus. "We are ignorant;" written on a bill of indictment by a grand jury, when the evidence is not sufficient to put the person on trial.

In esse. In being.

In extremis. In the last moments; near death.

In propria personâ. In his own person.

Inter nos. Between ourselves.

Interregnum. A space between two reigns.

In terrorem. By way of warning (or terror).

In transitu. On the passage.

Ipso jure. By the law itself.

Jure gentium. By the law of nations.

Levare facias. "That you cause to be levied;" a writ of execution so called.

Lex talionis. The law of retaliation in kind.

Loco parentis. In the place of the parent.

L. S. Locus sigilli. The place of the seal.

Malefiance. A bad act; doing wrong.

Malum in se. Bad in itself; an evil in its own nature.

- Mandamus*. "We command;" a peremptory writ so called.
- Mcsnc*. Middle; intervening.
- Misfeasance*. A misdeed.
- Mutatis mutandis*. Changing what ought to be changed.
- Nisi prius*. "Unless before;" used to designate proceedings before a judge and jury.
- Nolle prosequi*. "To be unwilling to proceed;" a discontinuance of further proceedings in criminal cases.
- Non est inventus*. "He has not been found;" the return of a sheriff when the defendant is not found in his county.
- Nudum pactum*. A contract not binding in law.
- Overt*. Open; public.
- Oycr and Terminer*. To hear and to determine; applied to a criminal court for the trial of offenses above the ordinary grade.
- Parole*. A word; verbally.
- Per capita*. "By the heads;" a division; share and share alike.
- Per se*. By himself (or itself).
- Pluries*. "Very often;" a third writ, after two have issued against a defendant.
- Posse comitatus*. The power of the County, which the sheriff is authorized to call out when opposition is made to his writ, or to the execution of justice.
- Postea*. "Afterward;" the endorsement of the verdict upon the record.
- Post mortem*. After the death.
- Primâ facie*. At first view.
- Prochein ami*. The next (or nearest) friend.
- Pro ratâ*. According to the proportion or allowance.
- Pro tanto*. For so much.
- Quare clausum fregit*. "Why he broke the close;" the technical name of an action brought for damages to real estate.
- Quid pro quo*. A mutual consideration.
- Quo animâ*. With what intent.
- Quo warranto*. By what authority; the name of a writ against a person who has usurped a franchise or office.
- Residuum*. The remainder.
- Res integra*. An entire matter.
- Scintilla*. A spark; a very small quantity.

Scire facias. "That you make known;" a writ commanding the defendant to show cause why a specified thing should not be done.

Sine die. "Without day;" generally applied to an adjournment of a body where no time is assigned for its assembling.

Sine quâ non. An indispensable condition.

ss. Scilicet. To wit; namely.

Subpœna. "Under a penalty;" a writ to procure the attendance of witnesses.

Sui generis. "Of its own kind;" individual.

Supersedeas. "You may set aside;" a writ to stay proceedings.

Terre tenant. A person having the actual possession of land.

Tort. A wrong; an injury.

Usance. Interest; usury.

Venditioni exponas. "That you expose to sale;" a writ of execution.

Vendor. A seller.

Venire. "To come;" a writ to a sheriff directing him to summon jurors.

Venue. The place from which the jury come.

Vice versâ. On the contrary.

Vi et armis. By force and arms; by unlawful means.

Vivâ voce. Verbally.

Voir dire. A term applied to the examination of a witness previous to his examination in chief, to ascertain whether he is in any way incompetent to give evidence in relation to the matter on trial.

